

**RETURN WITH BID**LETTING DATE August 4, 2006ITEM NUMBER 23A

Proposal Submitted By

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone Number \_\_\_\_\_

FEIN Number \_\_\_\_\_ FAX Number \_\_\_\_\_

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**  
 (See instructions inside front cover)
**NOTICE TO PROSPECTIVE BIDDERS**

This proposal can be used for bidding purposes  
 by only those companies that request and receive written  
**AUTHORIZATION TO BID** from IDOT's Central Bureau of  
 Construction.  
 (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

**PROPOSAL COVER SHEET**
**Illinois Department of Transportation**  
**DIVISION OF AERONAUTICS**
AIRPORT Greater Peoria InternationalMUNICIPAL DESIGNATION PeoriaCOUNTY DESIGNATION PeoriaILLINOIS PROJECT NO. PIA-3616FEDERAL PROJECT NO. 3-17-0080-XX

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.

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## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT’s Central Bureau of Construction.

**HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?:** Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

**WHO CAN BID?:** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT’s Central Bureau of Construction.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a “Request for Proposal Forms and Plans” he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

### **WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806



1. Proposal of \_\_\_\_\_

\_\_\_\_\_

for the improvement officially known as:

- (a) Greater Peoria International Airport
- (b) The proposed improvement shown in detail on the plans issued by the Department schedule and detail sheets included herein, includes, in general, the following described work:

**Relocate Taxiways A and D from Midfield Intersection**

TO THE DEPARTMENT OF TRANSPORTATION

2. The plans for the proposed work are those issued by the Department of Transportation to cover the work described above.

The specifications are those prepared by the Department of Transportation, Division of Aeronautics and designated as "Standard Specifications for Construction of Airports," adopted January, 1985, the "Supplemental Specifications and Recurring Special Provisions," adopted July 1, 2004 and the "Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

3. **COMPLETION TIME/LIQUIDATED DAMAGES.** It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 159 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division's Standard Specifications for Construction of Airports.

Schedule of Deductions for Each Day of Overrun in Contract Time

<u>Original Contract Amount</u>		<u>Daily Charge</u>
<u>From More Than</u>	<u>To and Including</u>	<u>Calendar Day</u>
\$ 0	\$ 25,000	\$ 300
25,000	100,000	375
100,000	500,000	550
500,000	1,000,000	725
1,000,000	2,000,000	900
2,000,000	3,000,000	1,100
3,000,000	5,000,000	1,300
5,000,000	7,500,000	1,450
7,500,000	10,000,000	1,650

A daily charge shall be made for every day shown on the calendar beyond the specified contract time in calendar days.

**RETURN WITH BID**

4. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, supplemental and applicable recurring special provisions, form of contract and contract bonds, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
  
5. **EXECUTION OF CONTRACT AND CONTRACT BONDS.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bonds satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract and guaranteeing payment in full all bills and accounts for materials and labor used in the construction of the work.
  
6. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>	<u>Proposal Guaranty</u>	<u>Amount of Bid</u>	<u>Proposal Guaranty</u>
Up to \$5,000	to \$5,000 .....\$150	\$2,000,000	to \$3,000,000 ..... \$100,000
\$5,000	to \$10,000 .....\$300	\$3,000,000	to \$5,000,000 ..... \$150,000
\$10,000	to \$50,000 .....\$1,000	\$5,000,000	to \$7,500,000 ..... \$250,000
\$50,000	to \$100,000 .....\$3,000	\$7,500,000	to \$10,000,000 ..... \$400,000
\$100,000	to \$150,000 .....\$5,000	\$10,000,000	to \$15,000,000 ..... \$500,000
\$150,000	to \$250,000 .....\$7,500	\$15,000,000	to \$20,000,000 ..... \$600,000
\$250,000	to \$500,000 .....\$12,500	\$20,000,000	to \$25,000,000 .....\$700,000
\$500,000	to \$1,000,000 .....\$25,000	\$25,000,000	to \$30,000,000 ..... \$800,000
\$1,000,000	to \$1,500,000 .....\$50,000	\$30,000,000	to \$35,000,000 ..... \$900,000
\$1,500,000	to \$2,000,000 .....\$75,000	over	\$35,000,000 ..... \$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \_\_\_\_\_ \$( ). If this proposal is accepted and the undersigned shall fail to execute contract bonds as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bonds; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.



**RETURN WITH BID**

(e) The plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in paragraphs (a) through (d) listed above.

**When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.**

**If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.**

**Schedule of Combination Bids**

<b>Combination No.</b>	<b>Sections Included in Combination</b>	<b>Combination Bid</b>	
		<b>Dollars</b>	<b>Cents</b>

8. **SCHEDULE OF PRICES.** The undersigned submits herewith his/her schedule of prices covering the work to be performed under this contract; he/she understands that he/she must show in the schedule the unit prices (with no more than two decimal places, i.e. \$25.35, not \$25.348) for which he/she proposes to perform each item of work, that the extensions must be made by him/her, and that if not so done his/her proposal may be rejected as irregular.

The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall govern.

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
PEORIA	143	04	GREATER PEORIA REGIONAL	3-17-0080-XX	PI-A -3616

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
AR107408	L-806 WIND CONE-8' LIGHTED	EACH	4.000 X	=		
AR107900	REMOVE WIND CONE	EACH	3.000 X	=		
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	25,835.000 X	=		
AR108508	2/C #8 600 V UG CABLE	L.F.	396.000 X	=		
AR108756	1/C #6 GROUND	L.F.	396.000 X	=		
AR108812	12 PAIR CONTROL CABLE	L.F.	396.000 X	=		
AR110312	2" STEEL DUCT, JACKED	L.F.	170.000 X	=		
AR110504	4-WAY CONCRETE ENCASED DUCT	L.F.	664.000 X	=		
AR110515	15-WAY CONCRETE ENCASED DUCT	L.F.	360.000 X	=		
AR110550	SPLIT DUCT	L.F.	2,029.000 X	=		
AR110554	EXTEND 4-WAY DUCT	L.F.	25.000 X	=		
AR110710	ELECTRICAL MANHOLE	EACH	1.000 X	=		
AR125415	MITL-BASE MOUNTED	EACH	133.000 X	=		
AR125442	TAXI GUIDANCE SIGN, 2 CHARACTER	EACH	3.000 X	=		
AR125443	TAXI GUIDANCE SIGN, 3 CHARACTER	EACH	3.000 X	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	EACH	6.000 X	=		=	
AR125445	TAXI GUIDANCE SIGN, 5 CHARACTER	EACH	1.000 X	=		=	
AR125446	TAXI GUIDANCE SIGN, 6 CHARACTER	EACH	8.000 X	=		=	
AR125447	TAXI GUIDANCE SIGN, 7 CHARACTER	EACH	1.000 X	=		=	
AR125449	TAXI GUIDANCE SIGN, 9 CHARACTER	EACH	4.000 X	=		=	
AR125470	MODIFY EXISTING SIGN PANEL	EACH	7.000 X	=		=	
AR125515	HIRL, BASE MOUNTED	EACH	2.000 X	=		=	
AR125525	HIRL, INPAVEMENT	EACH	2.000 X	=		=	
AR125565	SPLICE CAN	EACH	7.000 X	=		=	
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	108.000 X	=		=	
AR125903	REMOVE INPAVEMENT LIGHT	EACH	3.000 X	=		=	
AR125904	REMOVE TAXI GUIDANCE SIGN	EACH	24.000 X	=		=	
AR125906	REMOVE SPLICE CAN	EACH	1.000 X	=		=	
AR125964	RELOCATE TAXI GUIDANCE SIGN	EACH	3.000 X	=		=	
AR125965	RELOCATE RWY DISTANCE REMAIN SIGN	EACH	1.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	36,829.000	X	=	=	=
AR155540	BY-PRODUCT LIME	TON	635.000	X	=	=	=
AR155612	SOIL PROCESSING-12"	S.Y.	23,513.000	X	=	=	=
AR156510	SILT FENCE	L.F.	6,804.000	X	=	=	=
AR156512	BALES	EACH	48.000	X	=	=	=
AR156513	SEPARATION FABRIC	S.Y.	13,651.000	X	=	=	=
AR156540	RIPRAP	S.Y.	70.000	X	=	=	=
AR201610	BITUMINOUS BASE COURSE	TON	16,097.000	X	=	=	=
AR201630	BITUMINOUS BASE TEST SECTION	EACH	1.000	X	=	=	=
AR201670	CRACK CONTROL FABRIC	S.Y.	1,828.000	X	=	=	=
AR209608	CRUSHED AGG. BASE COURSE - 8"	S.Y.	13,651.000	X	=	=	=
AR209617	CRUSHED AGG. BASE COURSE-17"	S.Y.	23,513.000	X	=	=	=
AR401610	BITUMINOUS SURFACE COURSE	TON	5,863.000	X	=	=	=
AR401630	BITUMINOUS SURFACE TEST SECTION	EACH	1.000	X	=	=	=
AR401651	BITUMINOUS PAVEMENT MILLING	C.Y.	3,639.000	X	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	24,491.000 X				
AR501518	18" PCC PAVEMENT	S.Y.	12,798.000 X				
AR501530	PCC TEST BATCH	EACH	1.000 X				
AR602510	BITUMINOUS PRIME COAT	GAL.	9,045.000 X				
AR603510	BITUMINOUS TACK COAT	GAL.	14,259.000 X				
AR605540	CLEAN & SEAL JOINTS	L.F.	107,620.000 X				
AR605541	CLEAN & SEAL CRACKS	L.F.	27,310.000 X				
AR620510	PAVEMENT MARKING	S.F.	37,902.000 X				
AR620900	PAVEMENT MARKING REMOVAL	S.F.	7,280.000 X				
AR701224	24" CMP	L.F.	200.000 X				
AR701515	15" RCP, CLASS IV	L.F.	203.000 X				
AR701536	36" RCP, CLASS IV	L.F.	400.000 X				
AR701900	REMOVE PIPE	L.F.	639.000 X				
AR705504	4" PERFORATED UNDERDRAIN	L.F.	10,089.000 X				
AR751410	INLET	EACH	3.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR751530	MANHOLE	EACH	1.000 X	=			
AR751900	REMOVE INLET	EACH	5.000 X	=			
AR751940	ADJUST INLET	EACH	3.000 X	=			
AR752436	PRECAST REINFORCED CONC. FES 36"	EACH	1.000 X	=			
AR752903	REMOVE HEADWALL	EACH	1.000 X	=			
AR801953	BITUMINOUS EDGE REMOVAL	L.F.	1,611.000 X	=			
AR801954	LIGHTED RUNWAY CLOSURE MARKER	EACH	2.000 X	=			
AR801959	SAWCUT/REMOVE CABLE TROUGH	L.F.	16.000 X	=			
AR801960	REMOVE END TROUGH BOX	EACH	2.000 X	=			
AR801961	REMOVE FAIRLEAD BEAM FOUNDATION	EACH	2.000 X	=			
AR801962	REMOVE ENGINE PIT ROOF AND FILL W	EACH	2.000 X	=			
AR801963	REMOVE BITUMINOUS TAPE SWEEP PAVE	S.Y.	2,447.000 X	=			
AR801964	PCC SPALL REPAIR	S.F.	516.000 X	=			
AR801965	PANEL REMOVAL AND REPLACEMENT	S.Y.	213.000 X	=			
AR901510	SEEDING	ACRE	49.000 X	=			

GREATER PEORIA REGIONAL  
 PEORIA

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR908510	MULCHING	ACRE	49.000 X				

TOTAL \$

- NOTE:
1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
  2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
  3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
  4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

**RETURN WITH BID**

**THE PRECEDING SCHEDULE OF PRICES MUST BE**

**COMPLETED AND RETURNED.**

**RETURN WITH BID**

**STATE REQUIRED ETHICAL  
STANDARDS GOVERNING CONTRACT  
PROCUREMENT: ASSURANCES, CERTIFICATIONS  
AND DISCLOSURES**

**I. GENERAL**

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

**II. ASSURANCES**

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

**B. Felons**

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

## RETURN WITH BID

### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$145,877.00. Sixty percent of the salary is \$87,526.20.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

## RETURN WITH BID

### **E. Inducements**

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offers, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

### **III. CERTIFICATIONS**

**A.** The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

## RETURN WITH BID

### **C. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

### **D. Bid-Rigging/Bid Rotating**

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

### **E. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

## RETURN WITH BID

### **F. Drug Free Workplace**

1. The Illinois “Drug Free Workplace Act” applies to this contract and it is necessary to comply with the provisions of the “Act” if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor’s workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor’s policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

### **G. Debt Delinquency**

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

## RETURN WITH BID

### **H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

### **I. Section 42 of the Environmental Protection Act**

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

# RETURN WITH BID

## IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

### C. Disclosure Form Instructions

#### **Form A: For bidders that have previously submitted the information requested in Form A**

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

## CERTIFICATION STATEMENT

**I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.**

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Form A: For bidders who have NOT previously submitted the information requested in Form A**

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$87,526.20? YES \_\_\_\_\_ NO \_\_\_\_\_
3. Does anyone in your organization receive more than \$87,526.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_\_\_ NO \_\_\_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$87,526.20? YES \_\_\_\_\_ NO \_\_\_\_\_

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the **NOT APPLICABLE STATEMENT** on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the **NOT APPLICABLE STATEMENT** on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

**D. Bidders Submitting More Than One Bid**

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

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**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form A  
Financial Information &  
Potential Conflicts of Interest  
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number		Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

**DISCLOSURE OF FINANCIAL INFORMATION**

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$87,526.20 (60% of the Governor’s salary as of 10/1/2000). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
stock _____	sole proprietorship _____
partnership _____	other: (explain on separate sheet): _____
% or \$ value of ownership/distributable income share: _____	

**2. Disclosure of Potential Conflicts of Interest.** Check “Yes” or “No” to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is “Yes”, please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.  
Yes \_\_\_\_\_ No \_\_\_\_\_

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.  
Yes \_\_\_\_\_ No \_\_\_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_\_\_ No \_\_\_\_\_

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter  
Yes \_\_\_\_\_ No \_\_\_\_\_

**RETURN WITH BID/OFFER**

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes \_\_\_\_\_ No \_\_\_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_\_ No \_\_\_\_\_

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes \_\_\_\_\_ No \_\_\_\_\_

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_\_ No \_\_\_\_\_

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_\_ No \_\_\_\_\_

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_\_ No \_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.**

Completed by:

\_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Signature of Individual or Authorized Representative

\_\_\_\_\_  
Date

**NOT APPLICABLE STATEMENT**

**I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form B  
Other Contracts &  
Procurement Related Information  
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number		Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

**1. Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_\_\_ No \_\_\_\_\_

If **“No”** is checked, the bidder only needs to complete the signature box on the bottom of this page.

**2. If “Yes” is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

**THE FOLLOWING STATEMENT MUST BE SIGNED**

_____	
Name of Authorized Representative (type or print)	
_____	
Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



**RETURN WITH BID**

**PART II. WORKFORCE PROJECTION - continued**

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

**PART III. AFFIRMATIVE ACTION PLAN**

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 \_\_\_\_\_  
 Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
  - Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
  - Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

**RETURN WITH BID**

**CERTIFICATIONS REQUIRED BY STATE AND/OR FEDERAL LAW.** The bidder is required by State and/or Federal law to make the below certifications and assurances as a part of the proposal and contract upon award. It is understood by the bidder that the certifications and assurances made herein are a part of the contract.

By signing the Proposal Signature Sheet, the bidder certifies that he/she has read and completed each of the following certifications and assurances, that required responses are true and correct and that the certified signature of the Proposal Signature Sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed:

A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.

B. **CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:**

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES \_\_\_\_\_ NO \_\_\_\_\_

C. **BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)**

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(1) or (2) shall be treated as domestic.
  
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
  
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those-

- (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities of a satisfactory quality;
  
- (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
  
- (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

(End of Clause)

**RETURN WITH BID**

D. BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from (IDOT, Division of Aeronautics) lists of articles, materials, and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

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E. NPDES CERTIFICATION

In accordance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations thereunder, this certification is required for all construction contracts that will result in the disturbance of five or more acres total land area.

The undersigned bidder certifies under penalty of law that he/she understands the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR100000) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

The Airport Owner or its Agent will:

- 1) prepare, sign and submit the Notice of Intent (NOI)
- 2) conduct site inspections and complete and file the inspection reports
- 3) submit Incidence of Non-Compliance (ION) forms
- 4) submit Notice of Termination (NOT) form

Prior to the issuance of the Notice-to-Proceed, for each erosion control measure identified in the Storm Water Pollution Prevention Plan, the contractor or subcontractor responsible for the control measure(s) must sign the above certification (forms to be provided by the Department).

F. NON-APPROPRIATION CLAUSE

By submitting a bid/proposal under this solicitation the offeror certifies that he/she understands that obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this contract.

G. Contractor is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor acknowledges the contracting state agency may declare the contract void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).

## RETURN WITH BID

### NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., August 4, 2006. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement, shown in detail on the plans issued by the Department includes, in general, the following described work:

#### **Relocate Taxiways A and D from Midfield Intersection**

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
- 5. PRE-BID CONFERENCE.** There will be a pre-bid conference held at 1:00 p.m. July 28, 2006 at the Greater Peoria International Airport administration building. For engineering information, contact Chuck Taylor of Crawford, Murphy & Tilly, Inc. at (217) 787-8050.
- 6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 8.0%.
- 7. SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated June 30, 2006 and the Construction Plans dated June 30, 2006 as approved by the Department of Transportation, Division of Aeronautics.

## RETURN WITH BID

- 8. INSPECTION OF RECORDS.** The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.
- 9. RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.
- 10. TERMINATION OF CONTRACT.**
1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
  2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
  3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
  4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
  5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**RETURN WITH BID**

**11. BIDDING REQUIREMENTS AND BASIS OF AWARD.** When alternates are included in the proposal, the following shall apply:

a. Additive Alternates

- (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
- (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

The lowest aggregate amount of (i) the Base Bid plus (ii) any Additive Alternate(s) which the Department elects to award.

The Department may elect not to award any Additive Alternates. In that case, award will be to the lowest responsible qualified bidder of the Base Bid.

b. Optional Alternates

- (1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.
- (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

The lower of the aggregate of either (i) the Base Bid plus Alternate A or (ii) the Base Bid plus Alternate B.

**12. CONTRACT TIME.** The Contractor shall complete all work within the specified contract time. Any calendar day extension beyond the specified contract time must be fully justified, requested by the Contractor in writing, and approved by the Engineer, or be subject to liquidated damages.

The contract time for this contract is 159 calendar days and is based on anticipated notice-to-proceed date of May 1, 2007.

**13. INDEPENDENT WEIGHT CHECKS.** The Department reserves the right to conduct random unannounced independent weight checks on any delivery for bituminous, aggregate or other pay item for which the method of measurement for payment is based on weight. The weight checks will be accomplished by selecting, at random, a loaded truck and obtaining a loaded and empty weight on an independent scale. In addition, the department may perform random weight checks by obtaining loaded and empty truck weights on portable scales operated by department personnel.

**14. GOOD FAITH COMPLIANCE.** The Illinois Department of Transportation has made a good faith effort to include all statements, requirements, and other language required by federal and state law and by various offices within federal and state governments whether that language is required by law or not. If anything of this nature has been left out or if additional language etc. is later required, the bidder/contractor shall cooperate fully with the Department to modify the contract or bid documents to correct the deficiency. If the change results in increased operational costs, the Department shall reimburse the contractor for such costs as it may find to be reasonable.

**RETURN WITH BID**

**PROPOSAL SIGNATURE SHEET**

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 4 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name \_\_\_\_\_

(IF AN INDIVIDUAL)

Signature of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

Firm Name \_\_\_\_\_

By \_\_\_\_\_

(IF A CO-PARTNERSHIP)

Business Address \_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_

Corporate Seal

By \_\_\_\_\_

President

(IF A CORPORATION)

Attest \_\_\_\_\_

Corporate Secretary

Business Address \_\_\_\_\_

Name of Corporate Officers:

\_\_\_\_\_  
President                      Corporate Secretary                      Treasurer

**NOTARY CERTIFICATION**

STATE OF ILLINOIS,

**ALL SIGNATURES MUST BE NOTARIZED**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that \_\_\_\_\_

AND \_\_\_\_\_

(Insert names of individual(s) signing on behalf of bidder)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of the bidder, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_ (Seal)

Notary Public



Return with Bid

Division of Aeronautics
Proposal Bid Bond
(Effective January 1, 2002)

Item No. 23A
Letting Date: August 4, 2006

Airport: Greater Peoria International Airport
Ill. Proj. No. PIA-3616
Fed. Proj. No. 3-17-0080-XX

KNOW ALL MEN BY THESE PRESENTS. that we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY are held and firmly bound unto the, hereinafter called the SPONSOR, in the penal sum of 5 percent of the total bid price or of the amount specified in Section 6, PROPOSAL GUARANTEE of the Proposal Document, whichever is the lesser sum, well and truly to be paid unto the said SPONSOR, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted a Bid Proposal to the SPONSOR through its AGENT, the State of Illinois, Department of Transportation, Division of Aeronautics, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above;

NOW, THEREFORE, if the SPONSOR through its AGENT shall accept the Bid Proposal of the PRINCIPAL; and if PRINCIPAL shall within the time and as specified in the Bidding and Contract Documents, submit the DBE Utilization Plan that is acceptable and approved by the AGENT, and if after the award, the PRINCIPAL shall enter into a contract in accordance with the terms of the Bidding and Contract Documents including evidence of insurance coverage's and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the SPONSOR the difference not to exceed the penalty hereof between the amount in the Bid Proposal and such larger amount for which the SPONSOR may contract with another party to perform the work covered by said Proposal Document, then, this obligation to be void; otherwise to remain in full force and effect.

IN THE EVENT the SPONSOR acting through its AGENT determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then the SURETY shall pay the penal sum to the SPONSOR within fifteen (15) days of written demand therefor. If the SURETY does not make full payment within such period of time, the AGENT may bring an action to collect the amount owed. The SURETY is liable to the SPONSOR and to the AGENT for all its expenses, including attorney's fees, incurred in any litigation in which SPONSOR or AGENT prevail either in whole or in part.

IN WITNESS WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_.

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By: \_\_\_\_\_ (Signature & Title)

By: \_\_\_\_\_ (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

State of Illinois )
) ss:
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for uses and purposes therein set forth.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_

My commission expires \_\_\_\_\_ (Notary Public)

In lieu of completing the above section of the Proposal Bid Form, the PRINCIPAL may file an Electronic Bid Bond. By signing below, the PRINCIPAL is ensuring the identified electronic bid bond has been executed and the PRINCIPAL and SURETY are firmly bound to the SPONSOR through its AGENT under the conditions of the Bid Bond as shown above.

Electronic Bid Bond ID# \_\_\_\_\_ Company/Bidder Name \_\_\_\_\_ Signature and Title \_\_\_\_\_ Form D.E. (Rev. 12-2001)



# PROPOSALS

for construction work advertised for bids by the  
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should affix this form to the front of a 10" x 13" envelope and use that envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.



**Illinois Department of Transportation**

## CONTRACT REQUIREMENTS

(1) Airport Improvement Program projects. The work in this contract is included in the federal Airport Improvement Program and is being undertaken and accomplished by the Illinois Department of Transportation, Division of Aeronautics and the Municipality, hereinafter called the Co-Sponsors, in accordance with the terms and conditions of a Grant Agreement between the Co-Sponsors and the United States, under the Airport and Airway Improvement Act of 1982 (Public Law 97-248; Title V, Section 501 et seq., September 3, 1982; 96 Stat. 671; codified at 49 U.S.C Section 2201 et seq.) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the Project that are determined to be allowable Project costs under the Act. The United States is not a party to this contract and no reference in this contract to FAA or representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

(2) Consent of Assignment. The Contractor shall obtain the prior written consent of the Co-Sponsors to any proposed assignment of any interest in or part of this contract.

(3) Convict Labor. No convict labor may be employed under this contract.

(4) Veterans Preference. In the employment of labor, except in executive, administrative, and supervisory positions, preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

(5) Withholding: Sponsor from Contractor. Whether or not payments or advances to the Co-Sponsors are withheld or suspended by the FAA, the Co-Sponsors may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by this contract.

(6) Nonpayment of Wages. If the Contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the Co-Sponsors may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

(7) FAA Inspection and Review. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

(8) Subcontracts. The Contractor shall insert in each of his subcontracts the provisions contained in Paragraphs (1), (3), (4), (5), (6), and (7) above and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(9) Contract Termination. A breach of Paragraph (6), (7), and (8) above may be grounds for termination of the contract.

### PROVISIONS REQUIRED BY THE REGULATIONS OF THE SECRETARY OF LABOR 29 CFR 5.5

(a) Contract Provisions and Related Matters.

(1) Minimum Wages.

Revised 1/92

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(ii)(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(2) Withholding. The Federal Aviation Administration shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such work, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149).

(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor, or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as a apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraph (a)(1) through (10) of this contract and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by an subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract determination: debarment. A breach of these contract clauses paragraphs (a)(1) through (10) and the 2nd clause (b)(1) through (5) below may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by referenced in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors ) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), (4) and (5) of this section in full in AIP construction contracts in excess of \$2,000. These clauses shall be inserted in addition to the clauses required by paragraph 5.5(a) or paragraph 4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen or guards (including apprentices and trainees described in paragraphs 5 and 6 above) shall require or permit any laborer, mechanic, watchman or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violations: Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(5) Working Conditions. No Contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR 1926) issued by Department of Labor.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in paragraph 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

FEDERAL REGULATIONS VOL. 40, #74,  
WEDNESDAY, APRIL 16, 1975, PAGE 17124,  
ADMINISTRATION OF THE CLEAR AIR ACT  
& WATER POLLUTION CONTROL ACT  
(with respect to Federal Grants)

In connection with the administration of the Clean Air Act and the Water Pollution Control Act with respect to Federal Grants, specific requirements have been imposed of any contract which is not exempt under the provisions of 40 CFR 15.5.

(1) Any facility listed on the EPA List of Violating Facilities pursuant to Paragraph 15.20 of 40 CFR as of the date of the contract award will not be utilized in the performance of any non-exempt contract or subcontract.

(2) The Contractor shall comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder after the award of the contract.

(3) Prompt notification shall be required prior to contract award to the awarding official by the Contractor who will receive the award of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) The Contractor shall include or cause to be included the criteria and requirements in paragraphs 1 through 4 in any non-exempt subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

Attachment No. 1

During the performance of the contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT NO. 2

EACH PRIME CONTRACTOR SHALL INSERT IN EACH SUBCONTRACT THE CERTIFICATION IN APPENDIX B, AND FURTHER, SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY IN TURN BE MADE.

- Appendix B of 49 CFR Part 29 -

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE REQUIRED CONTRACT PROVISIONS  
ALL FEDERAL-AID CONSTRUCTION CONTRACTS

Effective February 1, 1969  
Revised January 2, 1973

The following provisions are State of Illinois requirements and are in addition to the Federal requirements.

"EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the Contractor's noncompliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every subcontractor; and that it will also so include the provisions or paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

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## SECTION 1

### PROPOSAL REQUIREMENTS AND CONDITIONS

1-01 ADVERTISEMENT (Notice to Bidders). The State of Illinois shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids.

For Federally assisted contracts the advertisement shall conform to the requirements of local laws and ordinances pertaining to letting of contracts and, in addition, shall conform to the requirements of the appropriate parts of the Federal Aviation Regulations applicable to the particular contract being advertised.

#### 1-02 PREQUALIFICATION OF BIDDERS.

- (a) When the awarding authority is the State of Illinois, each prospective bidder, prior to being considered for issuance of any proposal forms will be required to file, on forms furnished by the Department, an experience questionnaire and a confidential financial statement in accordance with the Department's Instructions for Prequalification of Contractors. The Statement shall include a complete report of the prospective bidder's financial resources and liabilities, equipment, past record and personnel, and must be submitted at least thirty (30) days prior to the scheduled opening of bids in which the Contractor is interested.

After the Department has analyzed the submitted "Contractor's Statement of Experience and Financial Condition" and related information and has determined appropriate ratings, the Department will issue to the Contractor a "Certificate of Eligibility". The Certificate will permit the Contractor to obtain proposal forms and plans for any Department of Transportation letting on work which is within the limits of the Contractor's potential as indicated on his "Certificate of Eligibility", subject to any limitations due to present work under contract or pending award as determined from the Contractor's submitted "Affidavit of Availability". Bidders intending to consistently submit proposals shall submit a "Contractor's Statement of Experience and Financial Condition" at least once a year. However, prequalification may be changed during that period upon the submission of additional favorable reports or upon reports of unsatisfactory performance.

Before a proposal is issued, the prospective bidder will be required to furnish an "Affidavit of Availability" indicating the location and amount of all uncompleted work under contract, or pending award, either as principal or subcontractor, as well as a listing of all subcontractors and value of work sublet to others. The prospective bidder may be requested to file a statement showing the amount and condition of equipment which will be available.

Before an award is made, the bidder may be required to furnish an outline of his plans for conducting the work.

- (b) When the awarding authority for contract construction work is the County Board of a county; the Council, the City Council, or the President and Board of Trustees of a city, village or town, each prospective bidder, in evidence of his competence, shall furnish the awarding authority as a prerequisite to the release of proposal forms by the awarding authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, in accordance with Section 1-02(a).

The two low bidders must file within 24 hours after the letting a sworn affidavit, in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the awarding authority and two copies with the District Highway Office.

1-03 CONTENTS OF PROPOSAL FORMS. Upon request, the Department will furnish the prequalified bidders a proposal form. This form will state the location and description of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which unit bid prices are invited. The proposal form will state the time in which work must be completed, the amount of the proposal guaranty, labor requirements, and date, time and place of the opening of proposals. The form will also include any special provisions or requirements which vary from or are not contained in these specifications.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. Any addenda officially issued by the Department, will be considered a part of the proposal whether attached or not.

For Federally assisted contracts, the proposal shall conform to the requirements of local laws and ordinances pertaining to letting of contracts and, in addition, shall conform to the requirements of the appropriate parts of the Federal Aviation Regulations pertaining to the particular contract being let.

1-04 ISSUANCE OF PROPOSAL FORMS. The Department shall refuse to issue a proposal form for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires required under Section 1-02(a).
- (b) Uncompleted work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Department, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or require approval of, the Department.
- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposed work.
- (j) When any agent, servant, or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.

1-05 INTERPRETATION OF QUANTITIES IN BID SCHEDULE. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 20 of the Illinois Standard Specifications for Construction of Airports without in any way invalidating the unit bid prices.

1-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs, underground utilities and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

1-07 PREPARATION OF THE PROPOSAL. The bidder shall submit his proposal on the form furnished by the Department. The proposal shall be executed property, and bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate, in figures, a unit price for each of the separate items called for in the proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written with ink.

If the proposal is made by an individual, his name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business address of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

The proposal shall be issued to a prequalified bidder in the same name and style as the financial statement used for prequalification and shall be submitted in like manner.

1-08 REJECTION OF PROPOSALS. The Department reserves the right to reject proposals for any of the conditions in Article 1-04 or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the prices for some items are obviously out of proportion to the prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal is other than that furnished by the Department; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter.
- (j) If the proposal is submitted in any other name other than that to whom it was issued by the Department.

1-09 PROPOSAL GUARANTY. Each Proposal shall be accompanied by either a bid bond on the Department of Transportation, Division of Aeronautics form contained in the proposal, executed by a corporate surety company satisfactory to the Department or by a bank cashier's check or a properly certified check for not less than 5 percent of the amount bid.

Bank cashier's checks, or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois.

1-10 DELIVERY OF PROPOSALS. Each proposal should be submitted in a special envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Department is used, it shall be of the same general size and shape and be similarly marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Department at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and place specified in the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

1-11 WITHDRAWAL OF PROPOSALS. Permission will be given a bidder to withdraw a proposal if he makes his request in writing or by telegram before the time for opening proposals. If a proposal is withdrawn, the bidder will not be permitted to resubmit this proposal at the same letting. With the approval of the Engineer, a bidder may withdraw a proposal and substitute a new proposal prior to the time of opening bids.

1-12 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

1-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner.
- (c) If the bidder is considered to be in "default" for any reason specified in the Subsection 1-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

1-14 WORKER'S COMPENSATION INSURANCE. Prior to the approval of his contract by the Division, the Contractor shall furnish to the Division certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of in accordance with Section 4.(a) of the "Worker's Compensation Act of the State of Illinois" as amended.

## SECTION 2

### AWARD AND EXECUTION OF CONTRACT

2-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled REJECTION OF PROPOSALS of Section 1.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable State and Local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise.

2-02 AWARD OF CONTRACT. The award of contract will be made within 75 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter, that his bid has been accepted, and that he has been awarded the contract.

If a contract is not awarded within 75 days after the opening of proposals, a bidder may file a written request with the Division for the withdrawal of his bid and the Division will permit such withdrawal.

**The award period for this project is 75 days and expires on October 18,2006. At that point, the contractor may request, in writing, an award extension of 86 days, which will expire on January 12, 2007. At this point, the contractor may request a second and final award extension, in writing, of 131 days which will expire on May 23, 2007. There is no guarantee that this project will be awarded.**

For Federally assisted contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposal contract to the extent that such concurrence and approval are required by Federal Regulations.

2-03 CANCELLATION OF AWARD. The Division reserves the right to cancel the award without liability to the bidder at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section. The Division at the time of cancellation will return the proposal guaranty.

2-04 RETURN OF PROPOSAL GUARANTY. The proposal guaranties of all except the two lowest bidders will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranties of the two lowest bidders will be returned as soon as the Construction Contract, Performance Bonds, and Payment Bonds of the successful bidder have been properly executed and approved.

If any other form of proposal guaranty is used, other than a bid bond, a bid bond may be substituted at the Contractor's option.

2-05 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS. The successful bidder for a contract, at the time of the execution of the contract, shall deposit with the Division separate performance and payment bonds each for the full amount of the contract. The form of the bonds shall be that furnished by the Division, and the sureties shall be acceptable to the Division.

2-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the Contract and shall return the signed Contract to the Owner (Sponsor) for signature (execution) and subsequently return all copies to the Division. The fully executed surety bonds specified in the subsection title REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS of this section will be forwarded to the Division within 15 days of the date mailed or otherwise delivered to the successful bidder. If the Contract and Bonds are mailed, special handling is recommended.

If the bidder to whom award is to be made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Division a copy of the corporation's certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a certificate of authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the State, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

2-07 APPROVAL OF CONTRACT. Upon receipt of the contract and bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the contract to the Division for approval and execution by the Division. Delivery of the fully executed contract to the Contractor shall constitute the Department's approval to be bound by the successful bidder's proposal and the terms of the contract.

2-08 FAILURE TO EXECUTE CONTRACT. If the contract is not executed by the Division within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to him shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but as liquidation of damages sustained.

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

The requirements of the following provisions written for Federally-assisted construction contracts, including all goals and timetables and affirmative action steps, shall also apply to all State-funded construction contracts awarded by the Illinois Department of Transportation.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all Contractors holding Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related construction contract or subcontract.

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

	Goal (percent)
Female Utilization.....	... 6.9

APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all Contractors holding Federal and federally-assisted construction contracts and subcontracts in excess of \$10,000. to be performed in the respective geographical areas. The goals are applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally-assisted or nonfederally related construction contract or subcontract.

<u>Economic Area</u>	<u>Goal (percent)</u>
056 Paducah, KY:	
Non-SMSA Counties -	5.2
IL - Hardin, Massac, Pope	
KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden,	
Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	

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<u>Economic Area</u>	<u>Goal (percent)</u>
080 Evansville, IN:	
Non-SMSA Counties -	3.5
IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White	
IN - Dubois, Knox, Perry, Pike, Spencer	
KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster	
081 Terre Haute, IN:	
Non-SMSA Counties -	2.5
IL - Clark, Crawford	
IN - Parke	
083 Chicago, IL:	
SMSA Counties:	19.6
1600 Chicago, IL -	
IL - Cook, DuPage, Kane, Lake, McHenry, Will	
3740 Kankakee, IL -	9.1
IL - Kankakee	
Non-SMSA Counties	18.4
IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam	
IN - Jasper, Laporte, Newton, Pulaski, Starke	
084 Champaign - Urbana, IL:	
SMSA Counties:	
1400 Champaign - Urbana - Rantoul, IL -	7.8
IL - Champaign	
Non-SMSA Counties -	4.8
IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	
085 Springfield - Decatur, IL:	
SMSA Counties:	
2040 Decatur, IL -	7.6
IL - Macon	
7880 Springfield, IL -	4.5
IL - Mendard, Sangamon	
Non-SMSA Counties	4.0
IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	
086 Quincy, IL:	
Non-SMSA Counties	3.1
IL - Adams, Brown, Pike	
MO - Lewis, Marion, Pike, Ralls	
087 Peoria, IL:	
SMSA Counties:	
1040 Bloomington - Normal, IL -	2.5
IL - McLean	

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APPENDIX B (CONTINUED)

<u>Economic Area</u>	<u>Goal (percent)</u>
6120 Peoria, IL - IL - Peoria, Tazewell, Woodford	4.4
Non-SMSA Counties - IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	3.3
088 Rockford, IL: SMSA Counties: 6880 Rockford, IL - IL - Boone, Winnebago	6.3
Non-SMSA Counties - IL - Lee, Ogle, Stephenson	4.6
098 Dubuque, IA: Non-SMSA Counties - IL - JoDaviess IA - Atlamaakee, Clayton, Delaware, Jackson, Winnesheik WI - Crawford, Grant, Lafayette	0.5
099 Davenport, Rock Island, Moline, IA - IL: SMSA Counties: 1960 Davenport, Rock Island, Moline, IA - IL - IL - Henry, Rock Island IA - Scott	4.6
Non-SMSA Counties - IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark	3.4
107 St. Louis, MO: SMSA Counties: 7040 St. Louis, MO - IL - IL - Clinton, Madison, Monroe, St. Clair MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	14.7
Non-SMSA Counties - IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren, Washington, Wayne	11.4

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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Illinois Division of Aeronautics will provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d) "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000. the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.

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- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

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- p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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ANNUAL EEO-1 REPORT TO JOINT REPORTING COMMITTEE AS REQUIRED AT

41 CFR 60-1.7(a)

Any Contractor having a Federal contract of \$50,000 or more and 50 or more employees is required to file annual compliance reports on Standard Form 100 (EEO-1) with the Joint Reporting Committee in accordance with the instructions provided with the form. The Contractor will provide a copy of such a report to the contracting agency within 30 days after the award of a contract.

The Contractor shall require its subcontractors to file an SF 100 within 30 days after award of the subcontract if (1) it is not exempt from the provisions of these regulations in accordance with 60-1.5, (2) has 50 or more employees, (3) first tier subcontractor, and (4) has a subcontract amounting to \$50,000 or more.

Subcontractors below the first tier which perform construction work at the site of construction shall be required to file such a report if (1) it is not exempt from the provisions of these regulations in accordance with 60-1.5, (2) has 50 or more employees and has a subcontract amounting to \$50,000 or more.

The SF 100 is available at the following address:

Joint Reports Committee  
EEOC - Survey Division  
1801 "L" Street N.W.  
Washington, D.C. 20750

Phone (202) 663-4968

## DISADVANTAGED BUSINESS POLICY

### I. NOTICE

This proposal contains the special provision entitled "Required Disadvantaged Business Participation." Inclusion of this Special Provision in this contract satisfies the obligations of the Department of Transportation under federal law as implemented by 49 CFR 23 and under the Illinois "Minority and Female Business Enterprise Act."

### II. POLICY

It is public policy that the businesses defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State or Federal funds. Consequently, the requirements of 49 CFR Part 23 apply to this contract.

### III. OBLIGATION

The Contractor agrees to ensure that the businesses defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of this contract. In this regard, the Contractor shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that the said businesses have the maximum opportunity to compete for and perform portions of this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Contractor shall include the above Policy and Obligation statements of this Special Provision in every subcontract, including procurement of materials and leases of equipment.

### IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

On contracts where a loan has been obtained through the DBE/WBE Contractor Finance Program, the Contractor shall cooperate with the Department by making all payments due to the DBE/WBE Contractor by means of a two-payee check payable to the Lender (Bank) and the Borrower (DBE/WBE Contractor).

### V. BREACH OF CONTRACT

Failure to carry out the requirements set forth above and in the Special Provision shall constitute a breach of contract and may result in termination of the contract or liquidated damages as provided in the special provision.

(Rev. 9/21/92)

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- I. FEDERAL OBLIGATION: The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.
- II. CONTRACTOR ASSURANCE: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:
- The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- III. OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 22.77% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.
- IV. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **8.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:
- A. The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- B. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

- V. DBE LOCATOR REFERENCES: Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.state.il.us](http://www.dot.state.il.us).
- VI. BIDDING PROCEDURES: Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.
- A. In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- B. The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- C. The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
1. The name and address of each DBE to be used;
  2. A description, including pay item numbers, of the commercially useful work to be done by each DBE;
  3. The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  4. A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  5. If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).

D. The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

VII. CALCULATING DBE PARTICIPATION: The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

A. DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.

B. DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

C. DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

D. DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

E. DBE as a material supplier:

1. 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
2. 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

VIII. GOOD FAITH EFFORT PROCEDURES: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- A. The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  2. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  3. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  4. (a) Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
  
(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
  5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
  6. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  7. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- B. If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will

designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- C. The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415 (Telefax: 217-785-4533). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

IX. CONTRACT COMPLIANCE: Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- A. No amendment to the Utilization Plan may be made without prior written approval from the Division of Aeronautics. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415. Telephone number (217) 785-8514. Telefax number (217) 785-4533.
- B. All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Division of Aeronautics of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Division and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Division will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- C. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Division's Chief Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
  
- D. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

Certification of Nonsegregated Facilities - as Required by 41 CFR 60-1.8

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause).

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of his certification is a violation of the Equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction" "debarred" "suspended" "ineligible" "lower tier covered transaction" "participant" "person" "primary covered transaction" "principal" "proposal" and "voluntarily excluded" as used in this clause have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction", provided by the department or agency entering into this covered transaction without modification in all lower covered transactions and in all solicitations for lower covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. #).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING LOBBYING (Applicable to contracts in excess of \$100,000):

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have paid or will be paid, by or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## WORKERS' COMPENSATION INSURANCE

Prior to the execution of his construction contract by the Illinois Department of Transportation, Division of Aeronautics, hereinafter referred to as "Division", the Contractor shall furnish to the Division certificates of insurance covering Workers' Compensation, or satisfactory evidence that this liability is otherwise taken care of in accordance with Section 4.(a) of the "Workers' Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance or other protection, until acceptance of the work by the Division is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Workers' Compensation Act" may be considered as a breach of the contract.

### SPECIAL PROVISION FOR DOMESTIC SOURCE FOR STEEL

Control of Materials: All steel products, as defined by the Illinois Steel Products Procurement Act, incorporated into this project shall be manufactured or produced in the United States and, in addition, shall be domestically fabricated. The Contractor shall obtain from the steel producer and/or fabricator, in addition to the mill analysis, a certification that all steel products meet these domestic source requirements.

CLAUSE TO BE INCLUDED IN ALL SOLICITATIONS,  
CONTRACTS, AND SUBCONTRACTS RESULTING FROM PROJECTS FUNDED UNDER THE AIP

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through this sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

**NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.

**SECTION III****Special Provisions****For**

**Relocate Taxiways A and D from Mid-Field Intersection – Phase 2  
Expand and Extend Apron, Construct Taxiway P, Extend Taxiway A  
between Taxiway E and Taxiway D1, Remove Remaining Taxiway A  
Pavement, and Remove Taxiway D from Taxiway E to Taxiway D1**

**ILL. PROJ. PIA-3616  
AIP PROJ. 3-17-0080-XX**

**At**

**GREATER PEORIA REGIONAL AIRPORT  
PEORIA, ILLINOIS**

**June 30, 2006**

Prepared By:

**CRAWFORD, MURPHY & TILLY, INC.  
Consulting Engineers  
One Memorial Drive, Suite 500  
St. Louis, MO 63102**

GENERAL

These Special Provisions, together with applicable Standard Specifications, Contract Requirements for Airport Improvement Projects, Rules and Regulations, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Division of Aeronautics, and the representatives of the Greater Peoria Airport Authority for the improvements at the Greater Peoria Regional Airport Peoria, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “Standard Specifications for Construction of Airports”, State of Illinois Department of Transportation, Division of Aeronautics, dated January 1985, and the “Supplemental Specifications and Recurring Special Provisions”, dated July 1, 2004, State of Illinois Department of Transportation, Division of Aeronautics, indicated on the check sheet herein, shall govern the project except as otherwise noted in these Special Provisions. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. As noted within the Special Provisions the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2002 shall apply.

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Special Provisions  
Greater Peoria Regional Airport  
Peoria, Illinois

A.I.P. Project No. 3-17-0080-XX  
IL. Project No. PIA-3616

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The following RECURRING SPECIAL PROVISIONS indicated by an "X" are Applicable to this contract and are included by reference:

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## **DIVISION 1 - GENERAL PROVISIONS**

### 20-05 MAINTENANCE OF TRAFFIC

ADD: The contractor activity on the airfield shall be limited to the limits of construction as identified on the construction activity plan drawings. Beyond the limits of construction the contractor shall not have access to any part of the active airfield pavement with any equipment or personnel without the approval of airport management.

The contractor shall be required to provide radio control on this project; he shall, prior to construction initiation, schedule a meeting with his personnel and the air traffic control tower supervisor (309-697-0751) in order for the contractor's personnel to become familiarized with ATCT communication practices, procedures, and requirements.

The Contractor shall provide and maintain construction entrance signage on all public use roads intended to be used by his operations as required by the City of Peoria and Peoria County Highway Department. The Contractor shall be responsible for coordinating all hauling and access on City, township or county roads with the agency responsible for the roadway.

### 30-04 COOPERATION OF CONTRACTOR

ADD: A materials/pre-paving meeting shall be scheduled prior to the start of paving to discuss acquisition, mixing, placing, testing, etc. The superintendent, paving foreman, batching foreman/material supplier, quality control officer, Division of Aeronautics materials representative and the resident engineer are required to attend this meeting.

### 30-05 COOPERATION BETWEEN CONTRACTORS

REVISE: The first sentence of the second paragraph to read:

The contractor shall plan and conduct his work so as not to interfere or hinder the progress of work being performed by other contractors or Airport personnel.

ADD: Other contracts may be under construction concurrently resulting in more than one Contractor working on the airport at the same time.

The Contractor shall acquaint himself with all other contracts prior to bidding and shall cooperate with Airport management and any other contractors who may be working on other contracts.

### 30-06 CONSTRUCTION LAYOUT

#### RESPONSIBILITY OF THE CONTRACTOR

ADD TO ITEM G:

Prior to paving any bituminous base course the Contractor shall be required to document the elevation of the existing layer, the elevation of the proposed bituminous base course layer and the thickness of the proposed bituminous base course material to be placed. To meet this requirement the contractor shall establish a grid on the edges of each paving lane and also on the centerline of pavement and on the left and right edge of pavement on 25' centers corresponding to the plan stationing and record the existing elevations, the top elevation of the proposed bituminous base course layer and the thickness of the proposed bituminous base course layer. These grades shall be provided to the Resident Engineer in tabular format prior to placing the first lift of bituminous base course material.

At any location where the fill of bituminous base course exceeds three (3) inches (excluding the bituminous surface course), multiple lifts of bituminous base course material will be required. **The maximum bituminous base course placed in one lift on this project will be 3 inches.** Prior to mainline paving, the contractor shall place bituminous material where multiple lifts are required until grade is established for the final lift of bituminous base course.

After the multiple lifts of bituminous base course are placed but prior to placing the final bituminous base course layer over the entire work limits, the contractor shall record the existing elevations, the top elevation of the proposed bituminous base course layer and the thickness of the proposed bituminous base course layer. These grades shall be provided to the Resident Engineer in tabular format prior to placing the final lift of bituminous base course material.

If for any reason, the elevations or thickness of the final bituminous base course layer to be placed are not within the tolerances required by the specification, the Contractor shall correct the deficiency prior to proceeding with subsequent parts of the work.

ADD:

- H. The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.
- I. **Construction layout shall not be paid for separately, but shall be considered incidental to the pay item for which the layout work is required.**

30-12 LOAD RESTRICTIONS

ADD: Access to the construction work area is limited to the haul routes as shown on the construction activity plan drawings. The use of existing airfield pavements by contractor construction traffic including all haul trucks is limited to the hauling routes as shown on the construction activity plan drawings. **Use of existing airport pavement other than as shown on the site plan and construction activity plan drawings is prohibited.** Any damage to existing airport pavement due to construction traffic operating beyond the approved work limits, hauling outside of the approved haul/access routes and construction traffic operating in prohibited areas shall be repaired by the Contractor at his own expense to the satisfaction of the owner.

The contractor shall coordinate construction hauling, construction access and load restrictions with the County Superintendent of Highways and/or the Township Road Commissioner and the City of Peoria. The Contractor shall be responsible for damage to any airfield pavement or public road caused by his construction operations. **Any damage to existing airfield pavements or public roads shall be replaced by the Contractor at his own expense to the satisfaction of the Owner.**

30-13 MAINTENANCE DURING CONSTRUCTION

ADD: Waste and loose material capable of causing damage to aircraft landing gears, propellers or engines should not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work.

Material tracked onto public streets shall be removed continuously during the work.

30-18 PLANS AND WORK DRAWINGS

DELETE: References to "approval" in first paragraph and replace with "review".

**ADD: The Engineer shall return incomplete or vague material shop drawing submittals for completion prior to review.**

Shop drawings submittals shall contain a letter of certification from the **producer** stating that all materials furnished for the project conform to the requirements of the plans and specifications. Letters of certification from the producer shall be dated no more than six months prior to the date it is submitted to the Engineer. Letters of certification from producers to verify submitted material conforms to the requirements of the contract shall be submitted on company letterhead and include the project name, location and project numbers. Submittals not including this information shall not be reviewed and returned as incomplete. Incomplete shop drawing submittals causing re-submittal(s) shall not be allowed as justification for additional contract time.

The engineer will review each submittal; mark corrections or modifications required and return it to the contractor. The engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate the action taken as follows. Submittals marked "Revise and Resubmit" or "Rejected" shall not be used at the project site. **All submittals must ultimately receive a "No Exceptions Taken" stamp from the Project engineer to be eligible for payment.** Submittals stamped "Exceptions Taken as Noted" are **not** considered approved shop drawings.

1. "No Exceptions Taken": Means fabrication/installation may be undertaken. Submittals stamped No Exception Taken do not authorize changes to the contract price or time.
2. "Exceptions Taken as Noted": Same as No Exceptions Taken provided the contractor complies with the corrections noted on the submittal by the engineer. The contractor is still obligated to resubmit the submittal including the corrections made by the engineer so ultimately a shop drawing stamped No Exceptions Taken may be forwarded to the Division. Submittals not stamped approved are not considered approved shop drawings.
3. "Revise and Resubmit": Fabrication and/or installation MAY NOT be undertaken. Make appropriate revisions and resubmit limiting corrections to items marked.
4. "Rejected": Submittal does not comply with the requirements. Fabrication and/or installation MAY NOT be undertaken. Prepare a new submittal according to the requirements and resubmit without delay.

40-05 RESIDENT ENGINEER'S FIELD OFFICE

ADD: The Contractor will **not** be required to furnish and maintain a Resident Engineer's Field Office for this contract.

40-11 CERTIFICATION OF MATERIALS SUPPLIED TO THE CONTRACT

ADD:

The Contractor shall certify all materials contained in the contract. Letters of certification intended to verify that materials conform to the requirements of the contract shall be submitted to the Resident Engineer. It shall be the sole responsibility of the Contractor to ensure the delivery of adequate and accurate documentation prior to the delivery of the materials to the project site.

**The certifications shall be submitted as a part of the shop drawing submittal.**

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS (latest edition). Copies of this manual are available from the Illinois Division of Aeronautics. The MANUAL OF DOCUMENTATION OF AIRPORT MATERIALS defines the Resident Engineer's/Contractor's responsibilities (Sections 300/400). The Contractor shall have the sole responsibility to provide the Resident Engineer with

appropriate documentation to satisfy the contract certification requirements prior to the delivery of materials.

The cost of providing the required material documentation and certifications shall not be paid for separately, but shall be considered incidental to the associated item.

All submittals shall contain the following information:

<b>PROJECT LOCATION:</b>	Greater Peoria Regional Airport
<b>PROJECT TITLE:</b>	Relocate Taxiways A and D from Mid-Field Intersection – Phase 2 Expand and Extend Apron, Construct Taxiway P, Extend Taxiway A between Taxiway E and Taxiway D1, Remove Taxiway D from Taxiway E to Taxiway D1
<b>PROJECT NUMBERS:</b>	Illinois Project: PIA-3616 AIP Project: 3-17-0080-XX
<b>CONTRACT ITEM:</b>	(i.e., AR751410 - Inlet)
<b>SUBMITTED BY:</b>	(Contractor/Subcontractor Name)
<b>DATE:</b>	(Date of Submittal)

50-10 BARRICADES, WARNING SIGNS & HAZARD MARKERS

ADD: After the second paragraph:

Barricades shall be provided and conform to IDOT Division of Highways Specifications and Standards 702001-02 and 702001-03 for Type I or Drum barricades. The barricades shall be lighted with a flashing red light and be marked with 20" x 20" orange colored flags. Low profile barricades conforming to the plan details shall also be required.

The Contractor shall be required to provide a 24-hour phone number for emergency barricades and barricade lighting maintenance.

Contractor identification shall be displayed on both sides of all contractor vehicles by labeling painted on the vehicles or by magnetically attached signs.

The contractor shall provide, install and maintain any warning signs (trucks entering highway, etc) as required by the County Superintendent of Highways, the Township Road Commissioner and the City of Peoria and/or the responsible agency that maintains the roadway. The cost to the warning signage as required by the agency responsible for the roadway for the duration of the contract shall be at no additional cost to the contract.

50-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

ADD: Should any utilities or cables require location, the following people shall be contacted:

Utility Service or Facility	Person to Contact	Contact Phone
FAA Control & Communications Cable	Airways Facility Unit	1-309-697-1363
Airfield Lighting Cables	John Backer	1-309-697-8272
Sanitary Sewer	Greater Peoria Sanitary District	1-309-637-3511
Electric Cables	JULIE	1-800-892-0123
Water	John Backer	1-309-697-8272
Telephone Cables	JULIE	1-800-892-0123
Gas Lines	JULIE	1-800-892-0123
Water Lines	JULIE	1-800-892-0123
ILANG Communications Cables	Capt. Alan Knabe	1-309-633-3014

Special care shall be taken on all operations and particularly near pavement edges to avoid damage to edge lights and all underground electrical cable on the airport. The approximate location of existing underground cable is shown on drawings. Any airfield lights or cable that are broken and require replacement because of the Contractor's operations will be replaced by the contractor at his own expense.

Any airfield cable repairs or replacement to any part of the electrical system made necessary by the Contractor's operations will be made by him in the manner specified in Sections 108 and 125 at no cost to the airport. Cost of replacement to be borne by the Contractor shall include any expense incurred in locating as well as repairing or replacing damaged parts of the system by the owning agency

60-05 LIMITATION OF OPERATIONS

ADD: A minimum distance of 115' shall be maintained between construction operations and the centerline of all active taxiways and taxilanes and 250' from centerline of active runways. These limits constitute an area referred to as the aircraft operations area (AOA). If work occurs within these limits, the pavement shall be closed prior to the work commencing.

It is intended to plan, conduct, and complete the work in these critical traffic areas in such a manner that the length and amount of interruption to aircraft traffic at the Airport is minimized.

60-09 FAILURE TO COMPLETE ON TIME

ADD:

Liquidated damages shall be \$1000 per day for each calendar day beyond the number of calendar days specified in the sequence of construction plan, individual phase sheet notes, that either runway remains closed due to construction operations. For the critical phase (when both runways are closed), Liquidated damages shall be \$5,000 per day for each calendar day beyond the number of calendar days specified in the sequence of construction plan, individual sheet notes, that both runways remains closed to complete the work set forth in the contract documents.

The contractor shall be assessed the first calendar day of these damages if the runway is not open at the time specified for the end of the working period.

When a runway is closed, this project is considered to be a 24 hour a day project. Weather shall not be considered as a reasonable cause for the contractor to not finish the work on schedule, unless the contractor is restricted from work for more than 12 hours per day for 3 full days in the 18 day specified closure. The contractor shall make arrangements to work with additional crews or work additional hours (including 24 hour a day construction) or work weekends to complete the work within the specified time.

The Contractor shall schedule his operations so as to complete all work in the calendar days specified in the individual phases.

In fixing the damages as set out herein, the desire is to establish certain mode of calculation for the work because the Airport's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment and a matter of argument and unprofitable litigation. This mode is an equitable rule for measurement of the Airport's actual loss and fairly takes into account the loss of use of the runway if the critical phase of the project is delayed in completion. The Airport shall not be required to provide any actual loss to recover these liquidated damages provided herein, as these damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

The nature of this project is such that the use of the Runway cannot be safely and efficiently used until all specified work is complete or the shoulders graded in accordance with FAA criteria.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the owner of any of its rights under the contract.

60-13 CONTRACTOR'S ACCESS TO AIRFIELD

ADD: The Contractor activity on the airfield shall be limited to the limits of construction identified on the construction activity plan and site plan drawings. Beyond the limits of construction, the Contractor shall not have access to any part of the active airfield pavements (runways, aprons or taxiway) with any equipment or by any personnel without the approval of the Airport management.

The Contractor may choose to improve the area shown on the plans to provide a temporary haul road structure, but is not required to. If a temporary road structure is provided for the haul route it shall be of the contractor's own design to provide adequate access to the work area to complete the work within the time allotted for the contract. The contractor shall return the area to its existing condition upon completion of the work at no additional cost to the owner. Lack of adequate access to the site will not be an allowable consideration for an extension of time.

60-15 SECURITY DURING CONSTRUCTION

The Contractor shall maintain security on the Airport as specified or as directed by Airport Management including adhering to all provisions of federal security regulations and all security requirements in the GPAA Airport Security Program and airport policies.

The project area lies entirely within the airport's security fence. Access to this area is only by airport issued access cards. No access point may be left unsecured and unattended at any time. During hauling operations and those requiring the access gate to remain open a security guard must be posted to maintain the security of the airport perimeter. The security guard must obtain an airport issued ID as specified below. The security guard must verify each vehicle and persons in the vehicle are authorized entry to the airport by use of authorized access lists and stop lists provided by the contractor and the airport.

The Contractor's Superintendent, Foremen, Security Guards, Flagmen, and any other employee directed by Airport Management, must display a current photo I.D. badge, issued by the Airport. To obtain the photo I.D. badge for any of the Contractor's employees, the following is required:

- a. The Contractor will be responsible for certifying that all employees needing access and requesting an access ID are currently employed and require access by providing authorized signature forms and authorized subcontractor and employee lists directly to the GPAA Airport Security Coordinator.
- b. Each ID applicant must submit to a fingerprint based FBI Criminal History Records Check and successfully pass with no disqualifying crimes or the applicant will be prohibited from working in the secured area of the airport. A fingerprint fee will apply for each applicant
- c. The employee must complete an Airport Safety and Security Training Session before issue of their ID.
- d. The contractor will be responsible for all fees and costs associated with fingerprinting, issue of cards, and required security training for each applicant.

All ID applicants must complete their fingerprint checks and training before reporting for work. Due to the nature of the CHRC process and training requirements the contractor is urged to have employees report to the GPAA Department of Public Safety as soon as practical.

The Contractor shall submit a list of subcontractor a minimum of 10 days prior to the preconstruction meeting. Subcontractor shall have the same badging requirements as the prime contractor.

In addition, the Airport Security Coordinator will require that all Security Guards undergo additional training necessary to meet the Airport's security needs.

The Contractor is responsible for payment of Transportation Security Administration fines and penalties resulting from security infractions perpetrated by, caused by, or permitted by his personnel or work forces of his subcontractors or suppliers.

All costs relating to the Contractor's security shall be the responsibility of the Contractor.

**ITEM AR107 – INSTALLATION OF AIRPORT 8-FOOT & 12-FOOT WIND CONES**

DESCRIPTION

107-1.1 DELETE: This Section

ADD: This item shall consist of furnishing and installing four (4) eight-foot airport wind cone assemblies in accordance with this specification and in accordance with the dimensions, design, and details shown in the plans. This item shall also include the installation of a foundation at each wind cone.

The work shall include the furnishing and installation of a support for mounting the wind cone, the specified wire, isolation transformers, L-823 connectors, L-867 can, etc. The item shall also include all cable, cable connections, unit-duct, conduit and conduit fittings, the furnishing and installation of all lamps, ground rods and ground connection, the testing of the installation, and all incidentals necessary to place the wind cone in operation as a completed unit to the satisfaction of the Engineer.

This item will include the costs for furnishing and installing the electrical cable, two 1/C #8 5KV L-824 Type C cables in unit duct, from an existing runway edge light to the wind cones in accordance with the plans. This work may include up to 300 linear feet of per wind cone. This work shall be considered incidental to the price for the wind cones.

This item shall also include the disconnection and removal of two (2) existing wind cone assemblies, including foundations.

EQUIPMENT AND MATERIALS

107-2.1 DELETE: This Section.

ADD:

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall have the prior approval of the FAA, and shall be listed in Advisory Circular (AC) 150/5345-53, Current Edition, Airport Lighting Equipment Certification Program, including the current Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. The Contractor is responsible for using the latest editions of the referenced FAA Advisory Circulars, including any changes, in effect at the time of bidding. The advisory circulars may be obtained free of charge on the internet at the following address:

[http://www.faa.gov/airports\\_airtraffic/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/)

107-2.2 DELETE: This Section.

ADD: The externally-lighted 8-foot fabric wind cone, framework, and supporting structure shall conform to the requirements of AC 150/5345-27, Specification for Wind Cone Assemblies. The wind cone shall be Type L-806, Style I-A, Size 1, 6.6A, as manufactured by Hali-Brite (Cat. #: L806-S1-EX-66A-ON-N), or equivalent. Sock material shall be Nylon.

107-2.3 DELETE: This Section.

ADD: The furnishing and installation of the wires for the wind cones shall be incidental to this item. Wire shall conform to the requirements of Item 108, Installation of Underground Cable for Airports.

107-2.4 DELETE: This Section.

ADD: Conduit for wind cones shall be specified under Item 110, Installation of Airport Underground Electrical Duct. However, the furnishing and installation of this conduit shall not be paid for separately, but shall be considered incidental to the installation of the wind cones.

107-2.6 DELETE: This Section.

107-2.7 REINFORCING STEEL.

Reinforcing steel bars shall meet the requirements of Item 610.

107-2.8 GROUND ROD

Ground Rod shall be ¾" diameter by 10' long copperclad ground rod. Connection of ground wire to ground rod shall be via exothermic weld, Cadweld, or equivalent.

107-2.9 ISOLATION TRANSFORMERS.

Isolation transformers shall be L-830-10, 300W, 6.6A/6.6A., in conformance with FAA Advisory Circular 150-5345-47.

107-2.10 L-867 CAN.

Can for isolation transformers shall be L-867, Class 1, 12" diameter, 24" deep, with ¾" solid lid or threaded lid as required.

107-2.11 LAMPS.

The external lights shall be 100W Halogen, 6.6A, suitable for connection to the edge light series circuit. The obstruction light shall be 69W incandescent, 6.6A, suitable for connection to the edge light series circuit.

#### CONSTRUCTION METHODS

107-3.2 DELETE: This Section.

107-3.3 DELETE: This Section.

ADD: The Contractor shall furnish all labor and materials and shall make complete electrical connections as required to make the wind cone operational.

107-3.4 DELETE: This Section.

107-3.5 DELETE: This Section.

ADD: The Contractor shall furnish and install a ground rod and grounding cable for grounding the equipment as detailed on the plans. The ground rod shall be of the diameter and length specified on the Plans and shall be copper or copper clad. The ground rod shall be driven into the ground adjacent to the concrete foundation so that the top is at least 12 inches below grade. The grounding cable shall consist of No. 6 AWG or No. 8 AWG as

indicated bare stranded copper wire and shall be attached to the ground rod via exothermic weld, Cadweld, or equivalent. Bolted connections shall not be acceptable. The other end of the grounding cable shall be securely attached to the equipment with noncorrosive metal and shall be of substantial construction. The resistance to ground shall not exceed 25 ohms.

107-3.6 DELETE: This Section.

107-3.7 DELETE: This Section.

107-3.8 DELETE: This Section.

107-3.9 EXISTING WIND CONE REMOVAL

The Contractor shall disconnect and remove the two (2) existing wind cones where indicated on the plans, including foundations, light cans, power adaptors or isolation transformers as required, and dispose of offsite.

#### METHOD OF MEASUREMENT

107-4.1 Measurement will be made by the number of wind cones installed as completed units in place, accepted, and ready for operation.

107-4.2 Measurement will be made for the number of existing wind cones disconnected and removed, and disposed of offsite.

#### BASIS OF PAYMENT

107-5.1 Payment will be made at the contract unit price for each completed and accepted Wind Cone installation. This price shall be full compensation for furnishing all materials and for all preparation, assembly and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

107-5.2 Payment will be made at the contract unit price for each existing wind cone disconnected, removed, and disposed of offsite. This price shall be full compensation for furnishing all materials and for all preparation, labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

<b>Item</b>	<b>AR107408 L-806 Wind Cone – 8’ Lighted – per each</b>
<b>Item</b>	<b>AR107900 Remove Wind Cone – per each</b>

**ITEM 108 – INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS**

DESCRIPTION

108-1.1 DELETE: This section and replace with:

ADD: This item of work shall consist of the underground installation of 5,000 V cables in unit duct or conduit at the locations shown in the plans and in accordance with these specifications. This shall also consist of the installation of 600 V cables, bare copper ground wire, and 12-pair control cable in duct.

A marking tape shall be placed above all cables being installed. In areas where there is congestion of buried cable, the Contractor will be required to trench the proposed cable into place. When crossing existing utilities or as required by the Resident Engineer, the Contractor shall hand dig the trenches for the proposed cables. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit duct into place.

The hand-digging and trenching or plowing of this cable will be considered incidental to the contract unit prices of the proposed cable and no additional compensation will be allowed.

Contractor shall color code all airfield lighting cables in ducts, manholes and the vault as directed by the Engineer or Airport. All costs of color coding shall be considered incidental to the contract unit price for the associated item.

Installation of:

- (1) 1/C #8, L-824, 5KV, Type C underground cable in unit duct and conduit – edge lighting.
- (2) 2/C #8 600V Cable
- (3) #6 Bare Copper Ground wire
- (4) 12 Pair Control Cable

EQUIPMENT AND MATERIALS

108-2.1 GENERAL

ADD:

(a) Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53 (latest edition), Airport Lighting Equipment Certification Program.

(e) Shop drawings and certifications shall be submitted for all components of this section.

108-2.2 CABLE

ADD: 12-Pair AWG control cable shall be REA PE-39, gopher resistant cable, suitable for direct burial, Essex Wire & Cable #CASPIC-F, or equivalent.

108-2.3 BARE COPPER WIRE

ADD: Bare copper wire shall be stranded #6 AWG, conforming to ASTM Specification B 8.

108-2.4 CABLE CONNECTIONS

ADD: Splice multiconductor communication cables using a re-enterable, modular splicing system, 3M MS<sup>2</sup> system or equivalent with re-enterable sealing compound 3M 2100 series or equivalent.

To further reduce the possibility of water (moisture) entrance into the connector between the cable and the field-attached connector, heat shrinkable tubing with interior adhesive shall be applied over all cable connections. The heat shrinkable tubing shall cover the entire L-823 connector.

All ground wire splice connections below grade and ground wire connections to copperclad ground rod shall be of exothermic welded type connection, Caldwell, or equal.

All connections shall be at manholes, handholes, splice cans or light bases. **No direct burial splicing will be allowed.**

No splices will be allowed in the new cable. Cable shall be continuous between pull points. Any repairs necessary to cable damaged during installation shall be done at the Contractor's expense and shall consist of replacing the entire length of damaged cable between pull points. Should the unit duct be damaged, it shall also be replaced between pull points at no cost to the contract.

In line connections for existing cables to be spliced or those which are cut during construction shall be repaired with the cast splice kit. **The contractor shall have a minimum of five (5) splice kits on the jobsite at all times for emergency repairs.** Splice markers shall be installed over each splice in cables not to be abandoned. Cast splice kits shall be as specified in paragraph (a). All field splices shall be covered with a flexible polyolefin sleeve.

#### 108-2.6 UNIT-DUCT

ADD: Unit duct shall be 1" diameter.

#### 108-2.12 GROUND RODS

Ground rods shall be sectional copper-clad steel with diameter adequate to permit driving to full length of the rod, but not less than ¾ inch in diameter and 10 feet long, unless indicated otherwise.

### CONSTRUCTION METHODS

#### 108-3.1 GENERAL

ADD: Locations at which unit-duct may need spliced, the Contractor shall use a larger diameter unit-duct than existing unit-duct. The unit-duct shall be overlapped and sealed using heavy shrink tubing to the satisfaction of the Engineer.

#### 108-3.8 SPLICING

ADD: The Contractor shall use cast splicing kits as described in Article 108-2.4 for any splices made inside the electric handholes. The cast splicing kit shall be series 82-B1 Scotch cast or 90-B1 Scotch cast or as manufactured by 3M or equal. The Contractor shall provide shop drawings for splicing methods and cast splicing kits. The Contractor shall also leave a minimum of 30 inches of slack on each side of the cable being spliced. The cost of splicing shall be incidental to the cost of the installation of underground cables.

#### 108-3.10 TESTING

Two types of tests are to be conducted on each existing circuit which is to be added to or modified, **before** any work is performed, as follows:

- (a) Disconnect the cables from the constant current regulator and measure the end to end conductor resistance of the airfield lighting cable loop using an ohmmeter and record the measured value. Compare the measured value with the value calculated by multiplying the total cable length (in thousand feet) times the published cable resistance in Ohms per thousand feet. Large discrepancies, 1k Ohms or more, indicate faulty connections, splices, or bad cable.
- (b) With the airfield lighting cables disconnected, measure the cable insulation resistance, from the conductor to ground, using a 500V minimum megohm meter (megger). Test each cable for a minimum of one minute to allow readings to stabilize before recording the test values. For new cable, insulation resistance should be 50 megohms for cable less than 10,000 feet long, 40 megohms for cable 10,000 to 20,000 feet long and 30 megohms for cable over 20,000 feet long. For cables 20 years old, the values would be approximately 0.5 megohms, 0.4 megohms and 0.3 megohms respectively and values less than these indicate faulty cable insulation, connectors, splices or a damaged cable.

If test measurements indicate a faulty existing cable, notify the Owner so repairs can be made.

New cables or cable segments shall be tested after installation as defined in (a) and (b) above. New cable insulation resistance should measure a minimum of 50, 40, or 30 megohms, depending upon length, as described in (b) above.

New cables installed by the Contractor that do not meet the requirements above shall be replaced by the Contractor at his expense.

#### 108-3.14 LOCATING EXISTING CABLES

ADD: Prior to any earthmoving activities, the Contractor shall be required to expose any existing cables within the project area at critical locations. The critical locations shall include, but not be limited to, edge of proposed pavement, bottom of drainage ditches or swales, and near the installation of new equipment. The Contractor shall expose the cables by potholing, hand digging or other methods as approved by the Resident Engineer and Owner. The elevation of the cables shall be noted and compared to final subgrade elevation to determine possible conflicts. The cost of this work shall be considered incidental to the contract items.

#### METHOD OF MEASUREMENT

108-4.1 ADD: No measurement for payment will be made for the trenching for cable. The cost of installation in trenches, all connections, and splices shall be included in the unit price bid for the measured cable in place.

No measurement for payment will be made for the cutting, removal or splicing of any cable required to complete the installation of the 15-way duct bank or other project circuits, regardless of the number of times the cable must be spliced due to the proper phasing and temporary power requirements set by the Airport during construction.

No measurement will be made for locating existing cables within the limits of the work.

#### BASIS OF PAYMENT

108-5.1 REVISE: The first section to read:

These prices shall be full compensation for furnishing all materials and for all preparation and installation of these materials, backfilling and compacting trenches, all connections and installation, and for all labor, equipment, tools, and incidentals necessary to complete these items.

Payment will be made at the contract unit price for cable installed in trench, unit duct or duct by the Contractor and accepted by the Engineer.

ADD:

Payment will be made under:

**Item AR108158 – 1/C #8 5 KV UG Cable in UD – per lineal foot.**

**Item AR108508 – 2/C #8 600V UG Cable – per lineal foot.**

**Item AR108756 – 1/C #6 Ground – per lineal foot.**

**Item AR108812 – 12 Pair Control Cable – per lineal foot.**

**ITEM AR110000 – INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT**

DESCRIPTION

110-1.1 This item shall consist of the installation of the following:

- Concrete Encased Duct.
- Concrete Encased Duct Extension
- Concrete Encased Split Duct.
- Steel Duct, Jacked
- Precast Concrete Electrical Manhole

EQUIPMENT AND MATERIALS

110-2.7 PLASTIC CONDUIT

ADD: Conduits for ducts shall be PVC, Schedule 40 unless otherwise noted on the plans.

110-2.8 HDPE DUCT

HDPE duct shall meet the requirements of Section 108-2.6, Unit Duct.

110-2.10 ELECTRICAL MANHOLE (10'X5'X7')

The precast manhole shall be furnished complete by one manufacturer and shall consist of a top and bottom casting, grade ring, steel frame and cover, cable racks, pulling rings, ladders, and miscellaneous hardware and accessories as required for a complete installation. Interior dimensions shall be as shown on the plans.

Concrete shall conform to Item 610 – Structural Portland Cement Concrete. Reinforcing steel bars shall be structural grade deformed-type bars and shall meet requirements shown in the plans.

This certification shall be included as part of the shop drawing submittal.

The frame and cover shall be watertight type. Cover shall be labeled "ELECTRIC".

Cable racks shall be provided as required in the plans.

Openings shall be provided in handholes for duct banks installed in the field as detailed on the plans. These openings shall be located as detailed or as required by the manufacturer. All openings shall be sealed watertight after duct bank installation.

CONSTRUCTION METHODS

110-3.5 BACKFILLING

ADD: Backfill for duct banks under proposed pavements shall meet the requirements of Section 701-2.7 and 701-3.7.

110-3.7 SPLIT DUCT CONSTRUCTION

ADD: Cables to be protected with concrete encased split duct shall be exposed by hand digging to prevent damage. Any cables damaged shall be immediately repaired by the Contractor at his own expense to the satisfaction of the Owner.

Ground rods shall be required at the ends of split ducts used to encase existing cables under new pavement where grounding wire is included. The ground wire shall be cut on either end of the duct and connected to the ground rods in accordance with Section 108-2.4, Cable Connections.

#### METHOD OF MEASUREMENT

110-4.1 DELETE: Entire Section.

ADD: The quantity of steel duct, concrete encased duct and split duct to be paid for shall be the number of lineal feet installed, measured in place, completed and accepted. No separate measurements will be made for individual ducts in a multi-way duct system.

The quantity of electrical manholes to be paid for shall be the number of units installed and accepted by the Resident Engineer as completed units including all excavations, backfilling, compaction and other incidentals necessary to complete the work.

The quantity of 1" GRS or PVC duct used for the installation of the in-pavement runway lights shall be considered incidental to the cost of the in-pavement light installation.

Measurement will not be made for ground rods required for the split duct installation.

#### BASIS OF PAYMENT

110-5.1 Payment will be made under:

- Item AR110312 – 2" Steel Duct, Jacked – per lineal foot.**
- Item AR110504 – 4-Way Concrete Encased Duct – per lineal foot.**
- Item AR110515 – 15-Way Concrete Encased Duct – per lineal foot.**
- Item AR110550 – Split Duct – per lineal foot.**
- Item AR110554 – Extend 4-Way Duct – per lineal foot.**
- Item AR110710 – Electrical Manhole – per each.**

**ITEM 125 – INSTALLATION OF AIRPORT LIGHTING SYSTEMS**

DESCRIPTION

125-1.1 ADD: Airfield lighting improvements shall include:

- Installation of new medium intensity base mounted taxiway edge lights.
- Installation of new high intensity base mounted runway edge lights.
- Installation of new high intensity semi-flush in-pavement runway edge lights.
- Installation of new taxi guidance signs.
- Modifications to existing sign panels.
- Installation of new splice cans.
- Modification of existing airfield signs.
- Removal of existing base mounted edge lights.
- Removal of existing in-pavement edge lights.
- Removal of existing airfield signs.
- Removal of existing splice cans.
- Relocation of existing taxiway guidance signs.
- Relocation of runway distance remaining signs.

EQUIPMENT AND MATERIALS

125-2.1 GENERAL

Shop drawings and certifications shall be submitted for all components of this section.

The Contractor shall provide a complete itemized listing of equipment and materials proposed for incorporation into the work. Each itemization shall include an item number, the quantity of items proposed, and the name of the manufacturer. Data composed of catalog cuts, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the contract documents shall be provided.

Special tools and test equipment required for maintenance and testing of the products shall be supplied by the Contractor.

Instructions necessary to check out, troubleshoot, repair, and replace components of the systems, including integrated electrical and mechanical schematics and diagrams and diagnostic techniques necessary to enable operation and troubleshooting after acceptance of the system shall be provided.

125-2.7 ISOLATION TRANSFORMERS

ADD: New isolation transformers shall be required for all new lighting fixtures, including new airfield signs, elevated runway and taxiway edge lighting, in-pavement runway lighting and relocated airfield signs. The transformers shall be FAA AC 150/5345-47, Type L-830. Each transformer shall be provided with the rating as required by the manufacturer.

Transformers for the relocated airfield signs shall be as required by the existing installation and shall be verified by the Contractor prior to ordering.

125-2.8 LIGHT CANS

Light cans shall be FAA AC 150/5345-42 Type L-867 and L-868. Steel bases, Class 1, Size (B) and (C) shall be provided as indicated or as required to accommodate the fixtures or devices installed thereon if diameter is not shown.

125-2.14 CABLE CONNECTORS AND SPLICES

Cable connectors in accordance with FAA AC 150/5345-26, Item L-823 shall be used for connections and splices appropriate for the type of cable. For FAA Type L-824 lighting cable, connectors shall be FAA AC 150/5345-26, Type L-823.

125-2.15 ACCESSORIES

Base plates, cover plates, adapter plates and other required accessories shall be provided to accommodate various sizes of fixtures. Bolts shall be stainless steel.

125-2.16 SEALANT FOR FIXTURES AND WIRES IN DRILLED HOLES OR SAW KERFS

The sealant shall be in accordance with FAA AC 150/5370-10, Type P-606. FAA AC 150/5370-10, Type P-606 sealant for use in asphaltic concrete (AC) or Portland cement concrete (PCC) pavement shall be compatible with AC pavement and having a minimum elongation of 50 percent. Formulations of Type P-606 which are compatible with PCC pavement only are prohibited.

125-2.17 LAMPS

Lamps shall be of the size and type indicated, or as required by the fixture manufacturer for each lighting fixture required under this contract.

125-2.18 RUNWAY EDGE LIGHTS

The runway edge light fixtures shall meet the requirements of FAA AC 150/5345-46, Type L-862 elevated high-intensity and Type L-850-C, semi-flush, high-intensity. Semi-flush lights shall be initially installed with three (3) ¼" adjusting rings to allow future adjustment. All runway lights supplied under this contract shall be provided with 180° amber / 180° clear outer dome or lens.

125-2.19 TAXIWAY EDGE LIGHTS

The taxiway edge lights shall meet the requirements of FAA AC 150/5345-46, Type L-861-T, elevated.

The elevated taxiway edge lights shall be provided with a blue colored outer dome or lens to provide greater daytime visibility.

125-2.20 AIRFIELD GUIDANCE SIGNS

The taxiway guidance signs shall meet the requirements of FAA AC 150/5345-44, Type L-858-Y for information, Type L-858-L for location, and Type L-858-R for mandatory signs. The signs shall be size 3, Style 2, Class 2 conforming to the nomenclature shown in the plans. The power supply to connect to series circuits shall be as approved by the manufacturer.

For the purpose of this specification, a digit shall be defined as a letter, number, space, dot, dash or arrow to be indicated on the sign face.

125-2.21 MODIFY SIGN PANELS

The existing sign panels shall be modified by removing the existing legend and providing new sign panels for the legend shown in the plans. The new sign panels shall be provided by the original sign manufacturer. The Contractor shall confirm sign make, model and dimensions prior to ordering.

CONSTRUCTION METHODS

125-3.3 MAINTENANCE OF AIRFIELD LIGHTING DURING CONSTRUCTION

The Contractor shall be required to use jumper cables in order to take portions of the lighting circuit(s) out of service; removal of lamps from lighting units or signs shall not be allowed. In lieu of jumper cables, the Contractor may supply covers to obscure the lights in the closed portions of the runways or taxiways provided complete obstruction of the lights occurs.

Complete obstruction of the taxi guidance signs in the closed portions or indicating turns into closed portions of the airfield during both daylight and nighttime hours shall be required. Signs taken out of service by jumper cable shall also be required to be covered to prevent errant aircraft maneuvers.

125-3.5 EXISTING LIGHT AND SIGN REMOVALS

Existing light bases and sign bases shall be completely removed and disposed of by the Contractor off of airport property. The excavations shall be backfilled with earth and compacted to the satisfaction of the Engineer.

Existing fixtures, transformers and signs shall be salvaged and remain the property of the Airport. The material shall be delivered to the Airport Maintenance Facility or another location designated by the Airport Maintenance Staff. Any lights or signs that the Airport does not wish to keep shall be disposed of by the Contractor at no additional cost to the owner.

The cable used to power the signs scheduled for removal shall be removed from the sign base to the base mounted light in which the circuit connection was made and disposed of off Airport property. A splice in the circuit shall not be allowed at the location of the removed sign.

125-3.6 RELOCATE RUNWAY DISTANCE REMAINING SIGNS

The Contractor shall exercise care in the removal of the existing signs. Any damage to the existing signs shall be repaired by the Contractor at his own expense. Should the sign not be able to be repaired, the Contractor shall supply a new sign of the same make and model at no cost to the Owner.

The transformers of the signs to be relocated shall not be reused. A new transformer and base, including splice can, shall be required for all relocated sign units.

The cable used to power the signs scheduled for relocation shall be removed from the sign base to the base mounted light in which the circuit connection is made and disposed of off Airport property. A splice in the circuit shall not be allowed at the location of the removed sign base. New cable shall be installed as shown in the plans to power the relocated sign.

The existing sign base shall be removed and backfilled in accordance with Article 125-3.5.

125-3.7 MODIFICATION OF EXISTING SIGN PANELS

ADD: The Contractor shall remove the existing sign panels and replace them with new panels with the revised taxiway designations as shown in the plans. The new panels shall match the size, style, and manufacturer of the old panels and shall conform to all requirements for legend panels associated with new signs.

#### 125-3.8 IN-PAVEMENT LIGHTING INSTALLATION

Steel snowplow cutting edges will be utilized by the Airport. As a result, in-pavement lighting fixtures shall be constructed and installed to resist damage by steel snow plow cutting edges. This shall be achieved through stronger casting materials, low profile design, protection rings and devices or combination thereof. As a minimum, snow plow protection rings shall be utilized.

At the start of the installation of in-pavement lighting, the Contractor shall have available, but not necessarily on site, an experienced and qualified manufacturer's representative or technician to provide guidance and direction in the proper assembly, installation and operation of the in-pavement lighting. As a minimum, the manufacturer's representative shall be available for the start of the installation.

The manufacturer's representative shall remain available until an acceptable installation process is developed.

Correct placement and installation of in-pavement lighting is of critical importance, therefore, careful attention to detail is required.

The proposed lighting installation requires surveying that is precise. The installation must be made with utmost care to avoid remedial action which may be very costly for the Contractor.

Prior to final placement, a straightedge of sufficient length shall be used to check vertical installation tolerances and the potential for damage from snow plows.

The Engineer may, upon completion of the lighting installation and as part of the acceptance testing, perform field photometric testing of each new light fixture to assure the installed lights meet the photometric requirements specified by FAA. The test results will be recorded and furnished to the Contractor with any noted deficiencies. Any repairs or remedies to meet the specified requirements shall be at no additional cost to the Owner.

#### METHOD OF MEASUREMENT

##### 125-4.1 DELETE: Entire Section.

ADD: The quantities to be paid for under this item shall consist of:

- The quantity of runway and taxiway lights including associated materials installed as completed units in place, ready for operation, and accepted by the Engineer.
- The quantity of signs including associated materials installed in place as complete units, ready for operation and accepted by the Engineer.
- The quantity of signs modified to show the legend as proposed in the plan drawings. Sign panel modifications shall be counted per sign modified, regardless of the number of sign panels replaced to create the proper and correct sign legend.

- The quantity of splice cans including associated materials installed as completed units in place, ready for operation, and accepted by the Engineer.
- The quantity of base mounted or in-pavement lights and taxi guidance signs removed in a satisfactory condition and accepted by the Engineer.
- The quantity of runway distance remaining signs relocated in a satisfactory and workable condition and accepted by the Engineer. Removal of the existing sign base shall be considered incidental to the cost of relocating the runway distance remaining signs.
- The quantity of sawkerf necessary to install in-pavement lights shall not be measured for payment, but should be considered incidental to the items for which they are required.

#### BASIS OF PAYMENT

#### 125-5.1

Payment will be made at the contract unit price for each complete light, sign, modification, relocation, removal or adjustment furnished and installed in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, removals, modifications, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

- Item AR125415 – MITL – Base Mounted – per each.**
- Item AR125442 – Taxi Guidance Sign, 2 Character – per each.**
- Item AR125443 – Taxi Guidance Sign, 3 Character – per each.**
- Item AR125444 – Taxi Guidance Sign, 4 Character – per each.**
- Item AR125445 – Taxi Guidance Sign, 5 Character – per each.**
- Item AR125446 – Taxi Guidance Sign, 6 Character – per each.**
- Item AR125447 – Taxi Guidance Sign, 7 Character – per each.**
- Item AR125449 – Taxi Guidance Sign, 9 Character – per each.**
- Item AR125470 – Modify Existing Sign Panel – per each.**
- Item AR125515 – HIRL, Base Mounted – per each.**
- Item AR125525 – HIRL, Inpavement – per each.**
- Item AR125565 – Splice Can – per each.**
- Item AR125902 – Remove Base Mounted Light – per each.**
- Item AR125903 – Remove Inpavement Light – per each**
- Item AR125904 – Remove Taxi Guidance Sign – per each.**
- Item AR125906 – Remove Splice Can – per each.**
- Item AR125964 – Relocate Taxi Guidance Sign – per each.**
- Item AR125965 – Relocate Rwy Distance Remaining Sign – per each.**

**ITEM AR152000 - EXCAVATION AND EMBANKMENT**

CONSTRUCTION METHODS

152-2.2 EXCAVATION

ADD: At the end of the second paragraph:

The surface of all disturbed areas and all shoulder embankment shall be covered with a 4" layer of topsoil. As a part of this item the Contractor shall strip the top 4" of topsoil from all proposed embankment areas. The stripped topsoil material shall be stockpiled outside the grading limits. After the shoulder embankment is placed the topsoil shall be respread and all shoulder embankment shall be covered with a layer of topsoil. Excavating and stockpiling of this topsoil for later use shall be at the Contractor's expense.

METHOD OF MEASUREMENT

152-3.1 ADD: The quantity of earthwork necessary to construct and remove the haul routes as shown in the plans shall not be measured for payment and shall be considered incidental to the project.

BASIS OF PAYMENT

152-4.2, 4.3, 4.4

Payment will be made under:

**Item AR152410 – Unclassified Excavation – per cubic yard.**

**ITEM AR155000 LIME MODIFIED SUBGRADE**

COMPOSITION

155-3.1 LIME

ADD: The optimum moisture content and standard dry density of the lime-modified soil shall be determined in accordance with ASTM D1557 for this project.

CONSTRUCTION METHODS

155-6.4 COMPACTION

ADD: The standard dry density of the lime-modified soil shall be determined in accordance with ASTM D1557 for this project.

BASIS OF PAYMENT

155-8.1 Payment will be made under:

**Item AR155540 – By-Product Lime – per ton.**

**Item AR155612 – Soil Processing – 12” – per square yard.**

**ITEM AR156000 - TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SITUATION CONTROL**

**CHECK SHEET #8**

156-1.1 **DESCRIPTION**

ADD: The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Contractor's temporary control should include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR156510 Silt Fence - Per Linear Foot.**  
**Item AR156512 Bales - Per Each.**

**ITEM AR156513 – Separation Fabric**

**CHECK SHEET #9**

156-1.1 DESCRIPTION

ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR156513 Separation Fabric - Per Square Yard.**

**ITEM AR156540 – Riprap**

**CHECK SHEET #10**

156-1.1 **DESCRIPTION**

ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR156540 Riprap - Per Square Yard.**

**ITEM AR201002 - BITUMINOUS BASE COURSE**  
**(Central Plant Hot Mix)**

**CHECK SHEET #12**

201-1.1 DESCRIPTION

ADD: The bituminous base course shall be placed in maximum 3-inch lifts. Multiple lifts of bituminous base course will be required.

201-3.2 JOB MIX FORMULA (JMF)

REVISE: Table 2 to read as follows:

TABLE 2 MARSHALL DESIGN CRITERIA	
	Over 60,000 lbs. [1]
Number of Blows	75
Stability (Min.)	1800
Flow	8-16
Percent Air Voids	1.5-4
Voids Filled With Asphalt (%)	75-90

[1] Stone sand (IDOT Gradation FA20 or FA21) shall be required as part of the fine aggregate portion of the Job mix Formula. The exact amount of stone sand will be determined by the Engineer based on preparation of the Mix Design.

CONSTRUCTION METHODS

201-4.9 TRANSPORTING, SPREADING AND FINISHING

ADD: The Contractor will be responsible for the necessary materials and labor to set the guide wires. The slope control mechanism shall not be used in paving operations.

Prior to starting the bituminous base course operation, the Contractor shall submit to the Engineer, for approval, a detailed outline showing areas and order of paving; widths of paving lanes; and required offsets for electronic grade control; and method of paving radius fillets.

If the correct grade is not established on the first lift, the Engineer shall require guide wires continue to be used on the succeeding lift.

In no case shall the paver speed exceed 50 feet/minute. The actual paver speed should be established based upon plant output and vibratory roller speed that provides at least 10 impacts per foot.

201-4.16 GRADE CONTROL

The contractor shall be required to provide grade control information to the engineer according to the requirement of Item 30-06, Construction Layout, paragraph G.

201-6.1 ADD: If, upon delivery and incorporation of any materials the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the

Special Provisions  
Greater Peoria Regional Airport  
Peoria, Illinois

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IL. Project No. PIA-3616

Standard and Special Provisions, the pay item shall not be included on the CPP until such submittals have been furnished.

Payment will be made under:

**Item AR201610 – Bituminous Base Course - Per Ton.**

**Item AR201630 – Bituminous Base Test Section – per each.**

**ITEM AR201670 – Crack Control Fabric**

**CHECK SHEET #17**

201-1.1 DESCRIPTION

ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR201670 Crack Control Fabric - Per Square Yard.**

**ITEM AR - 209000 – CRUSHED AGGREGATE BASE COURSE**

MATERIALS

209-2.3 GRADATION

ADD: Gradation C, CA-6 shall be used.

CONSTRUCTION METHODS

209-3.6 FINISHING AND COMPACTING

ADD: The crushed aggregate base course shall be compacted to not less than 95% of maximum density at optimum moisture as determined by compaction control tests specified in Division VII for aircraft with gross weights of greater than 60,000.

The Resident Engineer shall have the authority to approve or disapprove of any placement methods in order to protect the underlying grade.

BASIS OF PAYMENT

209-5.1 Payment will be made under:

**Item AR209608 – Crushed Agg. Base Course – 8” – per square yard.**  
**Item AR209617 – Crushed Agg. Base Course – 17” – per square yard.**

**ITEM AR401002 - BITUMINOUS SURFACE COURSE**  
**(Central Plant Hot Mix)**

**CHECKSHEET #20**

401-1.1 DESCRIPTION

ADD: Maximum lift thickness of the bituminous surface course shall be 3 inches.

401-3.2 JOB MIX FORMULA (JMF)

REVISE: Table 2 to read as follows:

TABLE 2 MARSHALL DESIGN CRITERIA	
	Over 60,000 lbs. [1]
Number of Blows	75
Stability (Min.)	1800
Flow	8-16
Percent Air Voids	1.5-4
Voids Filled With Asphalt (%)	75-90

[1] Stone sand (IDOT Gradation FA20 or FA21) shall be required as part of the fine aggregate portion of the Job mix Formula. The exact amount of stone sand will be determined by the Engineer based on preparation of the Mix Design.

401-4.9 TRANSPORTING, SPREADING AND FINISHING

ADD: If the correct grade is not established on the bituminous base course, guide wires shall be used for placement of the surface course until grade is established as specified in Article 201-4.9.

401-4.11 JOINTS

ADD: After the second paragraph:

If any time during the surface course paving operations it becomes necessary to end a paving lane at a location other than the proposed finished pavement edge because of ending a day's paving, machinery breakdown, etc., the lane end shall be sawed back a sufficient distance to provide a smooth, neat appearing joint from which to resume paving. The sawed face will be painted with liquid asphalt and this work shall be considered incidental to Item 401, Bituminous Surface Course, and no additional compensation will be allowed.

401-4.12 SHAPING EDGES

ADD: The following as the second paragraph for this section.

All pavement edges including the pavement ends must be left in proper alignment as shown on the plans. This may be accomplished by a trimming method or, at the Contractor's option, by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

401-5.2 METHOD OF MEASUREMENT

ADD: Measurement for payment will not be made for any bituminous concrete mixture in excess of 103 percent of the quantity specified by the engineer. If the quantity specified by the engineer is in question, the theoretical quantity shall be used. The theoretical quantity is determined based on the planar area of the bituminous surface course multiplied by the theoretical thickness, per the plans, and multiplied by 115 lbs per square yard per inch.

401-6.1 BASIS OF PAYMENT

ADD: If, upon delivery and incorporation of any materials the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the CPP until such submittals have been furnished.

Payment will be made under:

**Item AR401610 – Bituminous Surface Course – per ton.**

**Item AR401630 – Bituminous Surface Test Section – per each.**

**ITEM AR401650 – BITUMINOUS PAVEMENT MILLING**

**CHECK SHEET #24**

DESCRIPTION

1.1 GENERAL

ADD: This item shall consist of the partial and full depth removal of the existing bituminous surface to the depths shown in the cross sections by cold milling, within the limits shown on the plans and in accordance with these specifications. This item also includes cleaning the milled surface of all dirt and loose material.

The milled material shall remain the property of the Airport and shall be utilized as indicated in the plans or stockpiled at a location on-site as designated by the Resident Engineer.

The results of a coring investigation of the existing pavement structures is included at the end of Item AR401900 as additional information for the contractor.

EQUIPMENT

2.1 MILLING EQUIPMENT

ADD: The machine shall be capable of removing, in one pass, a layer of bituminous material at least 36 inches in width and 3 inches in depth. The total depth to be removed shall be 3 inches from the proposed pavement surface as shown in the plans.

Cleaning equipment shall be a mechanical sweeper according to Article 1101.03 of the standard specification or air equipment capable of compressed air, at a minimum of 100 psi, and shall have sufficient flow rate to remove all disturbed pavement debris. Air equipment shall meet the requirements of ASTM D4285.

CONSTRUCTION METHODS

3.1 EXISTING PAVEMENT STRUCTURE

The existing pavement structure, which is shown in the plans, has been assembled from the available record information. Neither the Airport nor the Engineer is responsible for its accuracy, and the Contractor shall not be allowed extra compensation if the structure is not as shown. Contractor shall take all precautions necessary to prevent damage to the lower courses during the milling operation.

3.2 REMOVAL

ADD: Pavement areas to be milled are shown in the plans. Limits of milling shall be delimited by the Contractor and verified by the Resident Engineer prior to the start of operations. Any milling of pavement outside the limits approved by the Resident Engineer shall be done entirely at the Contractor's expense. Material required for the replacement of areas removed outside the approved limits of removal shall be at the Contractor's expense.

Partial depth removal of the pavement shall be accomplished by the use of a milling machine. One cut of the milling head shall cut the required thickness.

Full depth removal of the pavement shall be accomplished by the use of a milling machine. The removals may be accomplished in either one or multiple passes.

Milling shall be removed from the patch area by conveyor into a hauling vehicle and hauled to a dump location. Cleaning equipment shall remove all remaining disturbed pavement debris and any loose and/or unsound pavement.

Extreme care shall be taken not to damage existing pavement to remain in place. Any pavement to remain in place that is damaged by the contractor's operations shall be repaired to the satisfaction of the Resident Engineer and Owner at the Contractor's expense.

### 3.3 HAULING

ADD: The Contractor shall provide hauling equipment similar to the type used to transport waste materials on public roads. The hauling equipment shall be equipped with covers adequate to prevent any spillage of waste material on the pavement. Using airfield pavements as haul roads is prohibited unless approved by the Resident Engineer and the Airport. All roads used in hauling waste material shall be kept clean.

### 4.1 METHOD OF MEASUREMENT

DELETE: Entire Section

ADD: Only the areas shown on the plans for bituminous milling shall be measured for payment under this Item. The quantity to be paid for shall be the number of cubic yards of bituminous milling calculated, completed and accepted in accordance with this section. Calculation of the number of cubic yards shall be made by measuring the number of square yards of pavement actually removed in the field and multiplying by the depth of removal indicated on the demolition plans. Deviations from the pavement thickness shown in the plans shall not be considered for additional quantity or payment.

### 5.1 BASIS OF PAYMENT

DELETE: Entire Section

ADD: The accepted quantities of bituminous pavement milling will be paid for at the contract unit price per cubic yard which price and payment shall be full compensation for furnishing all materials, equipment, labor, hauling, and all other incidental items necessary to complete the work to the satisfaction of the Engineer.

Payment will be made under:

**Item AR401651 – Bituminous Pavement Milling - per cubic yard**

**ITEM AR401900 – REMOVE BITUMINOUS PAVEMENT**

CHECK SHEET #26

1.1 **DESCRIPTION**

ADD: This item shall cover the removal of all pavements with a bituminous surface that are shown in the plans to be removed full depth as bituminous pavement removal. Some of the pavement areas have a bituminous surface with an underlying concrete layer; these pavements shall be covered under this section and calculated for payment as bituminous pavement.

This item shall also cover bituminous edge removal to be performed in the locations shown on the plans. The removal equipment and methods for removal of the existing bituminous pavement shall be as covered in this specification and as shown in the plan details.

The results of a coring investigation of the existing pavement structures is included at the end of this specification as additional information for the contractor.

4.1 **METHOD OF MEASUREMENT**

DELETE: This section

ADD: Only the areas shown on the plans for bituminous pavement removal shall be measured for payment under this item. These pavements shall be measured for payment under this item regardless of actual removal methods used.

The yardage to be paid for remove bituminous pavement shall be the number of square yards of full depth removal of pavements with a bituminous surface as measured in the field, completed and accepted, with the exception of any areas that are called out on the plans for the bituminous edge removal. There shall be no additional payment or quantity calculated under any other items for pavements that have a bituminous surface with an underlying concrete surface. Deviations from the pavement thickness shown in the plans shall not be considered for additional quantity or payment.

The quantity of bituminous edge removal to be paid for shall be the number of linear feet as measured in the field along the edge of pavement that is to remain following the completion of the full depth pavement removal. This linear footage shall only be measured for payment upon completion and acceptance of the full depth pavement removal as shown in the plans. Deviations from the pavement thickness shown in the plans shall not be considered for additional quantity or payment.

5.1 **BASIS OF PAYMENT**

Payment will be made under:

**AR401900 – Remove Bituminous Pavement – per square yard.**  
**AR801953 – Bituminous Edge Removal – per linear foot.**

<p><b>TELEPHONE</b> 809-673-2131</p> <p><small>TESTS • INVESTIGATIONS                  ANALYSIS • DESIGN • EVALUATIONS                  CONSULTING • REPORTS • INSPECTIONS                  AND TRAINING • EXPERT WITNESS TESTIMONY</small></p> <p><small>SOILS • PORTLAND CEMENT CONCRETE                  BITUMINOUS CONCRETE • SULL                  ASPHALT • AGGREGATES • DWELLINGS                  POZZOLANIC MATERIALS • LIME</small></p>		<p><b>WHITNEY &amp; ASSOCIATES</b>                  INCORPORATED                  2406 West Nebraska Avenue                  PEORIA, ILLINOIS 61604-3193</p>	<p><b>TELEFAX</b> 809-673-3050</p> <p><small>GEOTECHNICAL INVESTIGATIONS                  ENVIRONMENTAL QUALITY CONTROL                  ENVIRONMENTAL INVESTIGATIONS                  MONITORING AND INSTALLATIONS                  MULTIPHASE INVESTIGATIONS                  WELDER CERTIFICATION                  AIRCRAFT NAVIGATION</small></p>
<p><b>CLIENT:</b></p> <p>Mr. Robert J. Harmon                  Crawford, Murphy &amp; Tilly, Inc.                  5701 West Smithville Road                  Suite 600                  Bartonville, Illinois 61607-1776</p>		<p><b>W&amp;A FILE NO. 3546001</b>  <b>DATE: 05-13-04</b></p>	
<p><b>PROJECT:</b></p> <p>Greater Peoria Regional Airport                  Taxiway Replacement                  Peoria, Illinois</p>			
<p><b>CONCRETE AND BITUMINOUS CORE THICKNESS RESULTS</b></p>			
<b>DATE CORED:</b> May 12, 2004		<b>CORED BY:</b> Eric J. Osmulski - Whitney & Associates	
MATERIAL CORE NUMBER	MATERIAL CORE LOCATION	CORE LENGTH INCHES	TYPE OF MATERIAL
A-1	See Plot Plan Sheet	19.25	Bituminous Concrete
A-1	See Plot Plan Sheet	6.00	Portland Cement Concrete
A-2	See Plot Plan Sheet	17.88	Bituminous Concrete
A-2	See Plot Plan Sheet	6.13	Portland Cement Concrete
A-3	See Plot Plan Sheet	10.00	Portland Cement Concrete
A-3	See Plot Plan Sheet	5.50	Bituminous Concrete
D-1	See Plot Plan Sheet	14.00	Bituminous Concrete
D-1	See Plot Plan Sheet	10.00	Portland Cement Concrete
P-1	See Plot Plan Sheet	9.25	Bituminous Concrete
P-1	See Plot Plan Sheet	10.75	Portland Cement Concrete
R-1	See Plot Plan Sheet	20.00	Portland Cement Concrete
GA-1	See Plot Plan Sheet	1.38	Bituminous Concrete
GA-1	See Plot Plan Sheet	12.38	Portland Cement Concrete
GA-2	See Plot Plan Sheet	4.25	Bituminous Concrete
GA-2	See Plot Plan Sheet	11.38	Portland Cement Concrete

WHITNEY & ASSOCIATES  
 PEORIA, ILLINOIS

Greater Peoria Regional Airport  
Taxiway Replacement  
Peoria, Illinois

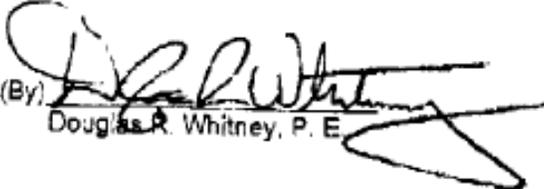
- 2 -

May 13, 2004

Should you have any questions or comments whatsoever in regard to these test results, or if any additional information is desired, please do not hesitate to contact me personally at your convenience.

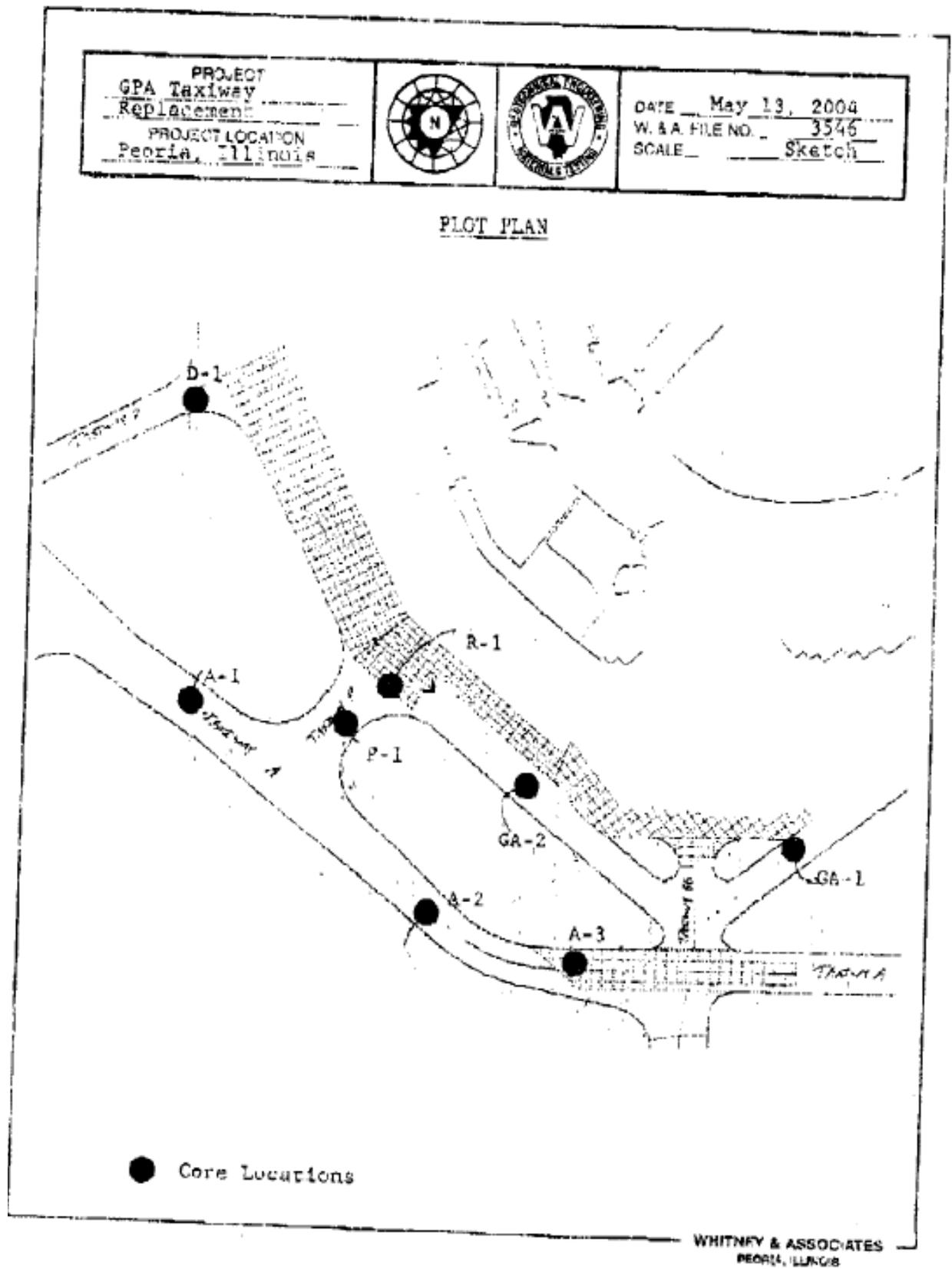
Respectfully submitted,

WHITNEY & ASSOCIATES

(By)   
Douglas R. Whitney, P. E.

DRW:ma

WHITNEY & ASSOCIATES  
PEORIA, ILLINOIS



Greater Peoria Regional Airport  
Relocate Txy A & D Phase 2  
Coring Log

04061-03-00

**Core #:** C-1  
**Feature:** Txy T  
**Location:** 2' of CL on Rwy 13 side (Lt), where centerline lead-in stripes meet with tangent section of Taxiway T  
**Structure:** 12" HMA  
10" PCC  
Sand

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**Core #:** C-2  
**Feature:** Txy D, in fillet with Txy E  
**Location:** 300'± North of Rwy 31 HL, 65' Rt  
**Structure:** 20" HMA  
Gravel / Crushed Stone

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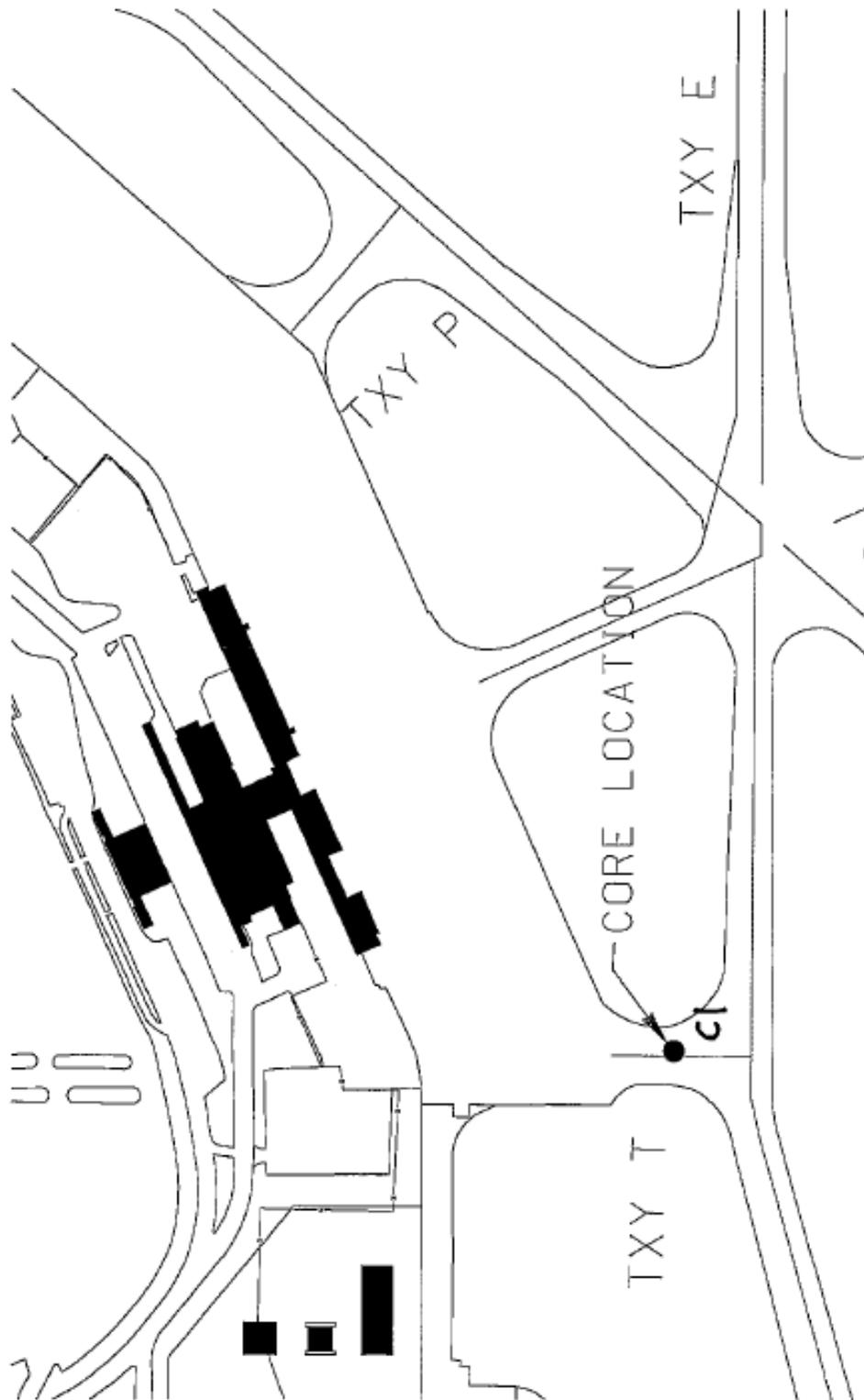
**Core #:** C-3  
**Feature:** Txy D, near centerline between Txy E and Rwy 31  
**Location:** 45'± North of Rwy 31 HL, 2' Lt  
**Structure:** 14-3/4" HMA  
10" PCC  
Gravel / Sand

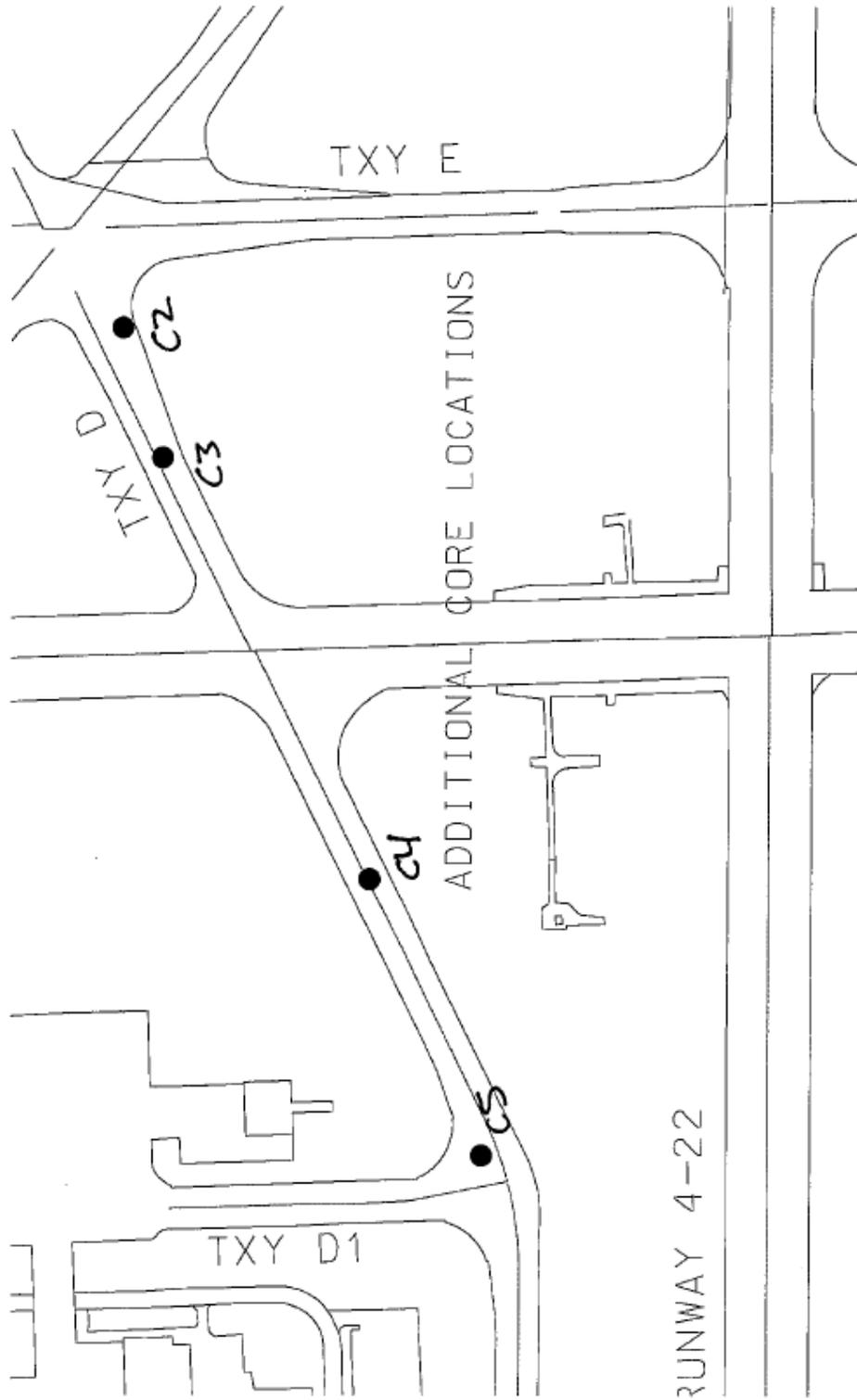
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**Core #:** C-4  
**Feature:** Txy D, near centerline between Rwy 31 and Txy D1  
**Location:** 10'± South of Rwy 31 HL, 2' Rt  
**Structure:** 20" HMA  
8" ± Crushed Stone (estimated)

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**Core #:** C-5  
**Feature:** Txy D, adjacent to Txy D1  
**Location:** 690'± South of Rwy 31 HL, 23' Lt  
**Structure:** 15" HMA  
Crushed Stone – depth unknown





**ITEM AR501002- PORTLAND CEMENT CONCRETE – PAVEMENT METHOD II**

**CHECK SHEET #28**

501-1.1 ADD: This work shall also include the repair of spalled edges of the concrete surface, in the area identified in the plans and as directed by the Resident Engineer.

501-2.6 STEEL REINFORCEMENT

DELETE: This section.

ADD: Reinforcement of odd shaped panels, if required by the Engineer in the field shall be panels with welded wire fabric of the size and dimensions shown in the plans conforming to ASTM A-185.

Steel reinforcing bars required at reinforced panels as shown in the plans shall be deformed steel bars Grade 40 or Grade 60 conforming to ASTM D 615 or ASTM D 616. Reinforcing bars required at reinforced panels identified in the plans are incidental to item 501.

501-2.7 DOWEL AND TIE BARS

ADD: All dowel bars shall be fastened firmly in place prior to the start of paving operations. Loose dowel bars shall not be allowed.

Dowel bars out of true alignment shall not be allowed.

Dowel bars of the size and at the locations indicated in the plans for construction joints shall be drilled and grouted into the sides of the existing slabs.

Use of AASHTO M284 in lieu of AASHTO M254 for epoxy coating is an acceptable substitute at the Contractor's option. No additional compensation will be allowed for this substitution.

501-2.9 COVER MATERIAL FOR CURING

ADD: Curing materials shall be liquid membrane-forming compounds conforming to the requirements of ASTM C 309, Type 2, (White-Pigmented).

CONSTRUCTION METHODS

501-3.1(d) CONCRETE SAW

ADD: Initial sawcuts shall be made as soon as possible following the construction of the PCC paving lanes. The use of Softcut type saws (Plastic Sawing) if requested by the contractor may be approved by the engineer contingent upon any requirements the engineer may stipulate. Second cuts shall be made with a self-propelled watercooled diamond blades saw.

501-3.1(e) FORMS

ADD: All radii and tapers shall be formed with flexible forms.

501-3.1(f) SLIP FORM PAVERS

ADD: The guide wires for pavers shall be set with steel standards (pins) set with weighted bases. An alternate method will be standards driven in drilled holes in the existing pavement.

501-3.1(g) DRILLING MACHINE

ADD: The machine used for drilling the holes for dowel bars in the face of the pavement shall be capable of drilling the size and depth of holes as shown on the plans. A drill support system using the pavement surface as a reference shall be required to assure hole alignment at the specified depth of the PCC pavement. Hand-held tools will not be allowed.

501-3.2 FORM SETTING

ADD: No formed areas shall be poured until the Engineer has checked and accepted the form work for both alignment and elevation.

501-3.4 CONDITIONING OF UNDERLYING COURSE, SIDE-FORM CONSTRUCTION

DELETE: The first sentence.

ADD: All areas shall be constructed true to grade and acceptable to the Engineer prior to paving.

The existing grade along the outer edges of the proposed pavement shall be improved, if necessary, to support the concrete forms without noticeable displacement or deflection. Any grading, compacting, or furnishing and installing stabilizing materials shall be considered incidental to the unit prices for the paving and no separate payment will be made.

501-3.6 PROPORTIONS

ADD: Proportions shall be according to section B. Section A shall be deleted.

501-3.10 PLACING CONCRETE

It is recommended that the concrete be unloaded into an approved mechanical concrete placer/spreader and deposited uniformly across the pavement as close as possible to its final position.

Hauling equipment or other mechanical equipment may be permitted on adjoining previously constructed pavement when the concrete strength reaches a flexural strength of 550 psi or a compressive strength of 3,500 psi, based on the average of four field cured specimens per lane. Subgrade and subbase planers, concrete pavers, and concrete finishing equipment may be permitted to ride upon the edges of previously constructed pavement when the concrete has attained a minimum flexural strength of 400 psi.

(a) Side-Form Method

DELETE: The third paragraph.

(b) Slip-Form Method

In addition to the requirements of this section, the concrete shall be placed as described in the applicable sections of Section 501-3.10(a).

Any equipment used for transporting concrete shall be capable of discharging the material at the minimum specified slump. Concrete which is transported in vehicles not capable of discharging concrete at the minimum specified slump is subject to rejection by the Engineer. New pavement and pavements which are not to be overlaid shall be protected from crawler damage by rubber mats or other means acceptable to the Resident Engineer.

DELETE: All references to "dowel bar placement by a mechanical device."

ADD: Mechanical dowel bar placers shall not be used.

Vertical faces of longitudinal or transverse joints shall not deviate from a true plane more than 1/4" Deviation from this plane shall be removed by sawing or grinding. The finished surface shall be approved by the Resident Engineer at least 24 hours prior to placing fresh concrete against said vertical face.

501-3.12(a) (2) TIE BARS

Tie bars for longitudinal construction joints shall be drilled and grouted into the pavement.

501-3.12(a) (3) DOWEL BARS

ADD: An approved form oil shall be used as a lubricant to prevent concrete from binding to the exposed portion of the dowel bar.

501-3.12(b) INSTALLATION

ADD: All joints shall be sawcut. The initial cut shall be made as soon as possible after paving using an approved softcut type saw. The second cut shall be made using a self propelled diamond blade saw. No inserts will be allowed.

Joints shall consist of one continuous sawcut for the width of the slab. Span saws with multiple blades will be allowed.

501-3.12(c)(1) CONSTRUCTION

ADD: Pavement shall cure for 24 hours before the drilling operation will be allowed to begin. Tie Bar holes shall be drilled at the specified depth of the existing pavement, parallel to the grade and centerline of the pavement with a tolerance of 1/8-inch. The drilling operation shall not crack or excessively spall the pavement.

Immediately prior to grouting the tie bars, the holes shall be thoroughly cleaned of drilling debris. Dust and debris shall be blown from the joint or crack with a power brush/blower or with compressed air. If compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The tie bars shall be clean and free from rust.

The grout shall be of a consistency such that the tie bar may be easily inserted into the hole, with grout flow completely surrounding the tie bar, and without appreciable run out of grout after the bar is fully inserted. (The consistency of the grout should be thicker than the consistency recommended by the manufacturer's directions.) The grout shall be injected or rodded to the back of the hole to eliminate air pockets prior to inserting the tie bar. The tie bar shall not be used to push the grout to the back of the hole. The quantity of grout used shall be such that the grout is dispersed along the entire length of the tie bar and voids are completely filled. After the grout has been positioned at the back of the hole, the tie bar shall be fully inserted, using a back-and-forth twisting motion, leaving half of the tie bar exposed. If it is necessary to use a hammer to aid in seating the tie bar, the exposed end of the tie bar shall be protected with a wood block.

501-3.12(d)(3) CONTRACTION

DELETE: This section.

ADD: Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will obtain its initial set before fresh concrete arrives. The installation of the joint shall be located at a contraction or expansion joint.

501-3.14 SURFACE TEXTURE

ADD: The surface of the pavement shall be finished with an astro-turf or burlap drag.

501-3.16 SURFACE TEST

ADD: The Contractor shall furnish the Engineer with the size and type of straightedge required to check the pavement components as directed in the various sections of these specifications.

501-3.17 CURING

(a) Impervious Membrane Method shall be utilized for this project.

ADD: An approved curing media shall be applied uniformly to all surfaces of the pavement, including exposed edges. Membrane curing compounds shall be applied on all concrete surfaces from a suitable application device, which bridges the fresh concrete, designed to provide a uniform application. Other curing systems will not be permitted.

Care shall be taken when this method of curing is used. Should conditions prevail such that curing material is being blown toward buildings or aircraft, appropriate measures shall be taken to eliminate the problems as directed by the Resident Engineer. The curing membrane shall be sprayed as soon as possible without damage to the pavement surface. Excessive delays in application of the membrane resulting in shrinkage cracking will be cause for rejection of the affected pavement necessitating removal.

501-3.21 OPENING TO TRAFFIC

DELETE: This section.

ADD: The Engineer shall decide when the pavement shall be opened to aircraft traffic. Aircraft shall not be allowed on the pavement until test specimens molded and cured in accordance with ASTM C31 have attained a compressive strength of 550 psi when tested in accordance with ASTM C 78.

Prior to opening, the pavement shall be cleaned of all deleterious material. Sweeping shall be conducted in such a manner that dust will not affect operations at the airport.

501-3.23 TEST SECTION FOR SLIP-FORM PAVERS

Prior to paving using the slip-form paving method, an area of the proposed pavements designated by the Engineer shall be paved to develop and demonstrate satisfactory procedures and concrete mix. The Contractor shall prove and demonstrate that tolerances and techniques required for paving will be achieved. The test section shall be incidental to this item.

501-3.25 PROTECTION OF PAVEMENT AGAINST RAIN

In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood planks having a nominal thickness of not less than 2 inches and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as curing paper or polyethylene sheeting material for the protection of the surface of the pavement.

The metal forms, wood planks and curing paper shall be kept on trucks or towable vehicles, within reasonable hauling distance, at a site shown on the plans, or as designated by the Engineer.

As an alternate, rolled polyethylene sheeting of sufficient length and width may be used without the temporary side forms and if properly anchored, to cover the plastic concrete slab and exposed edge. The sheeting may be mounted on a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering. Rain damage to the concrete due to negligence or lack of preparation of the contractor shall require removal and replacement of the damaged concrete at no additional cost to the owner.

- 501-3.26 REPARING SPALLS ALONG JOINTS. Where directed, spalls along joints of existing slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least 1 inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, of crack, shall be chipped out to remove all unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff bristle brush, pooling of epoxy resin shall be avoided. The cavity shall be filled with a Grade III epoxy resin. Epoxy resin mortars shall be made with Type III, Grade I, epoxy resin, using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches (50 mm) thick. The time interval between placement of additional layers shall be such that the temperature of the epoxy resin material does not exceed 140° F (60° C) at any time during hardening. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified.

#### METHOD OF MEASUREMENT

- 501-4.1 DELETE: This section.

ADD: The quantity of Portland Cement Concrete Pavement to be paid for shall be the number of square yards of pavement, as specified, in place, completed and accepted.

The quantity of PCC spall repair shall be the number of square feet of spall repair performed as specified, in place, completed and accepted by the Resident Engineer. Only existing spalls designated by the engineer for repair shall be measured. Any edge spall that has been caused by the contractor's operation and subsequently repaired shall not be measured for payment.

BASIS OF PAYMENT

501-5.1 GENERAL

DELETE: This section.

ADD: The quantity of Portland Cement Concrete Pavement measured as outlined in Section 501-4.1 shall be adjusted in accordance with Section 501-5.3 Price Adjustment as specified herein. Payment shall be calculated by multiplying the contract unit price per square yard of completed pavement and the adjusted square yards per LOT. Payment shall be made in full only when the 28-day strength of 650 psi at 28 days is attained. Final payment shall be full compensation for furnishing and placing all materials, including any dowels, steel reinforcement, joint materials, and texturing. This also includes payment for all Quality Control Engineering.

The quantity of PCC spall repair measured as outlined in Section 501-4.1 shall be paid for at the contract unit price for the area that is completed and accepted by the Resident Engineer. These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

501-5.2 DELETE: This section.

ADD: Payment will be made under:

**Item AR 501518 - 18" PCC PAVEMENT - per square yard.**

**Item AR 501530 – PCC Test Batch – per each.**

**Item AR 801964 – PCC Spall Repair – per square foot.**

**ITEM AR602000 – BITUMINOUS PRIME COAT**

602-3.3 APPLICATION OF BITUMINOUS MATERIAL

ADD: Prime coat shall be allowed to cure for a minimum of 48 hours.

BASIS OF PAYMENT

603-5.1 Payment will be made under:

**Item AR602510 – Bituminous Prime Coat – per gallon**

**ITEM AR603000 – BITUMINOUS TACK COAT**

DESCRIPTION

- 603-1.1 ADD: This item shall consist of the application of a tack coat on the existing pavement prior to overlay, and on top of each lift prior to construction of the subsequent lift prior to construction of the bituminous pavement as shown in the plans. A tack coat shall be applied between **all** bituminous pavement lifts. All vertical faces shall receive an application of tack coat.

BASIS OF PAYMENT

- 603-5.1 ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR603510 - Bituminous Tack Coat – per gallon.**

**ITEM AR605000 – JOINT SEALING FILLER**

DESCRIPTION

605-1.1 Joint sealing filler shall be provided to seal joints in the new concrete pavement to prevent infiltration of incompressible material into the new joints. The cost of furnishing and installing joint sealing filler in new pavement shall be considered incidental to Item 501.

Joint sealing filler shall also be provided to seal joints in the existing concrete pavement to prevent infiltration of incompressible material into the existing concrete joints in the areas outlined in the plans. The existing joints contain neoprene preformed joint sealant material which is to be utilized as backer material for the joint sealing.

Joint sealing filler shall also be provided to seal cracks in the existing pavement to prevent infiltration of incompressible material into the existing cracks in the areas outlined in the plans. Cracks are to be routed and thoroughly cleaned prior to sealing in accordance with the plans and these specifications.

CONSTRUCTION METHODS

605-3.2 ADD: The routing machine utilized for crack sealing shall be an impact router equipped with carbide-tipped vertical-sided bits. It shall be portable and capable of routing existing asphalt and concrete surfaces along and adjacent to the crack and joint. The unit shall be capable of following random cracks and be designed to adjust the cutting widths. The unit shall be equipped with a cutter head clutch and shall have an adjustable depth control.

605-3.3 ADD: All existing joints to be sealed shall be sandblasted or waterblasted and all laitance or sand blown out of the joint prior to sealing with oil free compressed air at a pressure of at least 90 psi.

In existing PCC pavement areas with existing preformed neoprene joint sealant, the existing preformed joint sealant material shall be pushed down into the joint to an elevation necessary to form the proper shape as shown in the plan details. In areas where the existing preformed joint sealant material is secure inside the existing joint and can not be pushed down to the location shown in the plans for re-sealing, the existing material shall be left in place.

All open cracks to be sealed from 1/4" to 1-1/4" shall be routed to remove at least 1/8" from each sidewall. This will result in a minimum reservoir width of 1/2" to a maximum reservoir width of 1-1/2". The depth of the routing shall be approximately a one to one ratio (width to depth), subject to the discretion of the Engineer. Cracks wider than 1-1/2" shall be repaired in accordance with the details shown on the plans or as directed by the Engineer.

No sealant shall be installed until all cracks and joints have been cleaned free of all deleterious materials, including any dust, old sealant, incompressibles, and organic material\*, and are sufficiently dry.

When vegetation exists in the existing cracks and joints, it shall be removed and those cracks and joints shall be treated with a herbicide that sterilizes the soil subject to the approval of the Engineer.

METHOD OF MEASUREMENT

605-4.1 DELETE: Entire Paragraph

ADD: The joint sawing and sealing for the new PCC pavement shall be incidental to Item 501. No separate measurement for payment will be made for this item.

Sealing of existing joints shall be measured for payment by the linear foot as measured and accepted by the Engineer in conformance with the plans and specifications.

Routing, cleaning and sealing of existing cracks shall be measured for payment by the linear foot as measured and accepted by the Engineer in conformance with the plans and specifications.

#### BASIS OF PAYMENT

605-5.1 DELETE: Entire Paragraph

ADD: Payment for joint sealing in the new PCC Pavement shall be incidental to Item 501.

Payment for joint sealing in existing pavement shall be based on the contract unit price for the length of sealant measured and accepted by the Engineer.

Payment for routing, cleaning and sealing of cracks in existing pavements shall be based on the contract unit price for the length of the sealant measured and accepted by the Engineer.

These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR605540 – Clean & Seal Joints – per lineal foot.**

**Item AR605541 – Clean & Seal Cracks – per lineal foot.**

**ITEM AR610000 – STRUCTURAL PORTLAND CEMENT CONCRETE**

DESCRIPTION

610-1.1 ADD: This item shall include concrete used for the purpose of installing base mounted edge lights and splice cans, installing Taxiway Guidance Signs, providing PCC encasement around electrical ducts, installing new under drain cleanouts and installing new under drain collection structures, and any other miscellaneous PCC needs.

The cost of furnishing and installing structural concrete for shall be considered incidental to the various contract unit prices utilizing item 610 Structural Portland Cement Concrete. These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

**ITEM AR620000 – PAVEMENT MARKING**

**METHOD OF MEASUREMENT**

620-4.1 ADD: No distinction shall be made between color of paint for payment purposes.

Black border paint required for runway hold position markings and where required adjacent to the taxiway centerline will be measured for payment.

Two applications of pavement marking are to be applied on the bituminous surfaces on the project. Each paint application will be measured for payment.

Mobilization will not be measured for payment. Several mobilizations will be required for the pavement marking and pavement marking removal.

The quantity of pavement marking removal shall be measured and paid for by the square foot completed and accepted by the resident engineer. The existing taxiway centerline marking varies in width from 6 inches to 12 inches. Measurement of taxiway centerline for removal purposes shall assume a 12-inch paint width regardless of the actual stripe width.

**BASIS OF PAYMENT**

620-5.1 DELETE: This section.

ADD: Payment shall be made at the contract unit price per square foot for pavement marking and marking removal. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

No direct payment will be made for mobilization for the purpose of pavement marking and pavement marking removal. The cost for mobilization for these items shall be considered incidental to the contract unit prices for the pavement marking items. These prices shall be full compensation for furnishing all materials and for all preparation, delivering, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

If, upon delivery and incorporation of any materials the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the CPP until such submittals have been furnished.

Payment will be made under:

**Item AR620510 – Pavement Marking – per square foot.**

**Item AR620900 – Pavement Marking Removal – per square foot.**

**ITEM AR701000 – PIPE FOR STORM SEWERS AND CULVERTS**

DESCRIPTION

- 701-1.1 ADD: Pipe for storm sewers shall be new reinforced concrete pipe meeting the requirements of ASTM C76. All reinforced concrete pipe shall be Class IV.

This item shall also consist of the removal of existing concrete pipe as shown on the drawings or as required by the Resident Engineer. The removal item shall include in the bid price per linear foot the cost of removing and disposing of existing pipe off Airport property, including the cost of all common excavation and backfill, the cost of furnishing and installing trench bracing, and removing the pipe from existing structures to remain and plugging the holes in such structures to remain.

A quantity of corrugated metal pipe has been included in the project for use in the construction of the haul road around the end of Runway 4. This quantity of pipe shall be used as needed to provide drainage under the haul road. The Resident Engineer shall have final determination in the locations to receive corrugated metal pipe along the haul route that is to be laid out in the field in the method described in the plans.

METHOD OF MEASUREMENT

- 701-4.1 ADD: The quantity of pipe removal to be paid for shall be based on the number of linear feet of pipe removed, completed, and approved to be measured along the centerline of the pipe from end or inside face of structure to end or inside face of structure, whichever is applicable.

BASIS OF PAYMENT

Payment will be made under:

- Item AR701224 – 24” CMP – per linear foot.**
- Item AR701515 – 15” RCP, Class IV – per linear foot.**
- Item AR701536 – 36” RCP, Class IV – per linear foot.**
- Item AR701900 – Remove Pipe – per linear foot.**

**ITEM AR705000 – PIPE UNDERDRAINS FOR AIRPORTS**

DESCRIPTION

- 705-1.1 ADD: This item shall also include in the bid price per linear foot of pipe in place the cost of furnishing and installing end caps both on new underdrain lines to be installed under this project and on existing underdrain lines that have been impacted by the pavement removals under this project in the locations shown on the plans. Furnishing and installation of the end caps shall be considered incidental to the bid price per linear foot of underdrain line.

CONSTRUCTION METHODS

705-3.2 EXCAVATION

DELETE: Paragraphs 4 and 5.

705-3.6. BACKFILLING

ADD: The backfill material for pipe runs under pavements shall be compacted to 95% of the maximum laboratory density at optimum moisture as determined in accordance with Division VII for aircraft gross weights of less than 60,000 pounds.

Costs associated with backfilling and compaction of bedding and porous backfill No. 1 shall be considered incidental to the cost of the underdrain.

705-3.7 CONNECTIONS

ADD: When it is necessary to create an entrance into an existing pipe or structure, the opening shall be drilled or cored. Use of hammering or chiseling tools will not be allowed.

705-3.13 FITTING FOR DRAIN PIPE

The Contractor shall provide Tee(s), outlet fittings, and any other miscellaneous fittings necessary to construct a closed drainage system. These fittings shall be of the same material as the drain pipe. No direct payment will be made for fittings. The cost shall be included in the unit price bid per foot for the pipe.

METHOD OF MEASUREMENT

- 705-4.1 DELETE: entire section

ADD: The footage of pipe to be paid for shall be the number of linear feet of pipe underdrains in place, completed, and approved to be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable.

BASIS OF PAYMENT

Payment will be made under:

**Item AR705504 – 4” Perforated Underdrain – per linear foot.**

**ITEM AR751000 - MANHOLES, CATCH BASINS, INLETS & INSPECTION HOLES**

DESCRIPTION

751-1.1 ADD: This item shall include the following items:

1. Construction of new inlets.
2. Construction of new manholes.
3. Removal of existing inlets.
4. Adjustment of existing inlets.

MATERIALS

751-2.8 STEEL REINFORCEMENT

ADD: Welded wire fabric shall conform to ASTM A185.

CONSTRUCTION METHODS

751-3.1 UNCLASSIFIED EXCAVATION

ADD: (f) DEWATERING – The Contractor shall, at all times, provide and maintain in operation pumping and/or well point equipment for the complete dewatering of the excavation. No structure shall be permitted to be constructed in an excavated area where water is present.

751-3.5 CORRUGATED METAL STRUCTURES

DELETE: Entire Section.

751-3.11 ADJUSTMENTS

The Contractor shall determine the amount of adjustment based on the proposed edge of pavement profile, the existing base elevation and the adjustment details as shown on the plans.

Adjustments shall be according to the details shown on the plans. Prior to beginning the work the contractor shall submit a shop drawing showing the intended method of adjustment.

METHOD OF MEASUREMENT

751-4.1 DELETE: Entire Section:

ADD: The number of new inlets, inlet removals, inlet adjustments, and manhole adjustments shall be measured by the unit completed in accordance with the plans and the provisions of this item and accepted by the resident engineer.

Dewatering of the excavations shall not be measured for payment.

BASIS OF PAYMENT

ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

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751-5.1 Payment will be made under:

- Item AR751410 – Inlet – per each.**
- Item AR751530 – Manhole – per each.**
- Item AR751900 – Remove Inlet – per each.**
- Item AR751940 – Adjust Inlet – per each.**

**ITEM AR752000 – CONCRETE CULVERTS, HEADWALLS, & MISC. DRAINAGE STRUCTURES**

DESCRIPTION

752-5.1

ADD: This item shall also include the removal and disposal off of airport property of an existing concrete headwall.

CONSTRUCTION METHODS

752-3.5

ADD: Existing concrete structures to be removed shall be disposed off of airport property in accordance with all federal, state, and local regulations.

METHOD OF MEASUREMENT

752-4.1

ADD: The number of concrete flared end sections removals to be paid for shall be the number of items actually removed and accepted by the Resident Engineer of each size and type as a completed unit.

BASIS OF PAYMENT

752-5.1

ADD: The accepted number of concrete flared end section removals of each size and type will be paid for at the contract unit price per each. This price shall be full compensation for furnishing all materials, equipment, labor, tools, and incidentals necessary to accomplish the work in accordance with the plans and specifications.

Payment will be made under:

**Item AR752436 – Precast Reinforced Conc. FES 36” – per each**  
**Item AR752903 – Remove Headwall – per each.**

**ITEM AR901000 - SEEDING**

**CONSTRUCTION METHODS**

901-3.2(c) **SEEDING**

ADD: Seed shall be sown with an approved machine that mechanically places the seed in direct contact with the soil, packs and covers the seed in one continuous operation.

901-3.3 **WET APPLICATION METHOD**

DELETE: This Section.

**BASIS OF PAYMENT**

901-5.1 ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR901510 - Seeding - Per Acre**

**ITEM AR908000 - MULCHING**

MATERIALS

908-2.1 MULCH MATERIAL

DELETE: The first paragraph.

REVISE: First sentence to read:

Material used for mulching shall be (g) Manufactured Hydraulic Mulch.

CONSTRUCTION METHODS

908-3.1 REVISE: This section to read:

Within 24 hours from the time seeding has been performed, the seeded or planted area shall be given a covering of hydromulch. This method shall consist of machine application of wood or paper fiber hydraulic mulch at the specified rate using an approved hydraulic seeder. The hydraulic mulch shall be applied as a slurry of 2,000 pounds of mulch and not less than 2,000 gallons of water per acre. The hydraulic mulch slurry shall be agitated a minimum of 5 minutes before application and shall be in continuous agitation during the application. The seeding will not be applied concurrently with this operation. The mulch shall be loose enough to permit air to circulate, but compact enough to reduce erosion. On slopes steeper than 3:1, mulch shall be applied on the same day as seeded or planted.

Following the mulching operation, every precaution shall be taken to prohibit foot or vehicular traffic, or the movement of equipment over the mulched area. At any location where mulching has been displaced by Contractor's equipment or personnel, the seeding or other work damaged as a result of that displacement shall immediately be replaced and the mulch covering replaced, at the Contractor's expense, in a manner satisfactory to the Engineer.

It shall be the Contractor's responsibility to make certain that the rate of mulch application is maintained constant throughout the seeding operations.

908-3.2 DELETE: This section.

METHOD OF MEASUREMENT

908-4.1 DELETE: This section.

ADD: The quantity of hydraulic mulching shall be number of acres of mulch measured in place installed in accordance with the specifications and accepted by the engineer.

BASIS OF PAYMENT

908-5.1 ADD: Payment will be made at the contract unit price per acre for hydraulic mulching. This price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR908510 – Mulching – per acre.**

**ITEM AR801954 – LIGHTED RUNWAY CLOSURE MARKER**

DESCRIPTION

- 801-1.1 This item shall consist of the purchase, operation, and maintenance of portable lighted runway closure markers for use on this project as required by the construction activity plans. At the conclusion of this project the portable lighted runway closure markers shall become the property of the airport. The portable lighted runway closure markers shall be purchased new and shall remain in a “like new” condition at the time they are turned over to the airport.
- 801-1.2 The portable lighted runway closure markers shall meet or exceed the requirements of FAA Advisory Circular 150/5345-55 and meet or exceed the NTSB Safety Recommendations A-03-05 and 06.

PRODUCT SPECIFICATION

801-2.1 DESCRIPTION

1. The Portable Runway Closure Marker (RCM) must be designed to form a lighted X which contains twenty-one (21) 90 watt par 38, 10 degree weather proof outdoor standard base clear Halogen spot bulbs with one (1) bulb located in the center and five (5) bulbs located in each of the four (4) legs. All X panel bulbs, light sockets, wiring and connections must be enclosed in a weather resistant housing.
2. The lighted X formed when opened and operating will be 20' 6" each continuous leg and 14' 6" on the peripheral.
3. The (RCM) must collapse for transport and storage so that all parts are inside the trailer frame dimensions to prevent damage.
4. Illumination of the (RCM) will be workable in a continuous or flashing mode. This must be controlled by a solid state flasher. Mechanical flashers are not acceptable.
5. A photo cell must be used to reduce the voltage to 75 volts for nighttime operations.
6. Flash interval time will be:
  - Bright mode – Approximately 2.5 seconds on and 2.5 seconds off.
  - Dim mode – Approximately 2.5 seconds on and 2.5 seconds off.
7. A radio interference filter will be installed with an operation frequency of 50 Hz.
8. The (RCM) must have at least two (2) lights (mounted at the backside of the upper portion of the top of the legs of the X) on the backside of the X to indicate power is being supplied to the (RCM) and to indicate that more than one (1) bulb has become inoperative.
9. The (RCM) must be designed so it can be used while still attached to the tow vehicle or have the means to stand alone.
10. The (RCM) must be able to withstand winds of 40 MPH while in operational mode. This must be documented.

11. The runway closure marker must be discernable from a distance of 3 to 5 miles VFR daytime and a minimum of 6 miles VFR nighttime. These distances must be determined from an aircraft using a Loran receiver. Documents substantiating these field tests by an independent third party must accompany specifications.
12. Set up time for the (RCM) must be capable of being accomplished by one person in two (2) minutes or less. This means the (RCM) can be raised and operating within this time frame.
13. The (RCM) must have the fuel capacity to run at FULL LOAD for a minimum of 120 hours without refueling.
14. The (RCM) must have the capability of being hard wired for the convenience of operating without the use of a generator for prime power.
15. All electrical components must be UL listed.

801-2.2 LIGHTED X SUPPORT FRAME (Angle Mechanism)

1. The angle mechanism will be constructed of 2" (60.96 cm) square tubing.
2. The angle mechanism must be capable of tilting 3 degrees from vertical and have trailer adjustments to accommodate this angle no matter what the degree of the runway.
3. The angle mechanism must be operated by an electrical actuator which will both rise and lower the mechanism with power from the generator. The actuator must be approved by the manufacture for this application. The actuator must have the following: 3,000 pound (1.361 t) static, capacity, selanoid brake, weather proof, spur gear reduction, 30% Duty cycle motor rating.

801-2.3 LIGHTED X ASSEMBLY:

1. The (RCM) legs will be constructed from aluminum.
2. A locking system will be installed to secure the legs from expanding when the (RCM) is in the transport mode.

801-2.4 TRAILER

1. The trailer frame will be constructed from 2" (60.96 cm) square tubing.
2. Trailer dimensions: 7'6" (2.29m) wide, 10' (3.05m) long.
3. A 1500# (0.680 t) axle with built-in independent Henschen type suspension or equal. Axle springs, shackles, or shock absorbers are not acceptable.

4. 4.80 x 12" (203.20 x 30.48 cm) tubeless 4-ply tires, 12" (30.48 cm) wheels and fenders.
5. 2" FAS-LOC coupling rated at 3500# (1.558 t) GVW., with safety chains.
6. A two-inch (5.08 cm) ball will be mounted at the rear of the trailer to facilitate towing of a second (RCM).
7. Provisions to accommodate safety chains will be mounted at the rear of the trailer.
8. D.O.T.-approved brake, tail, and turn signal lights and reflectors are provided.
9. Five (5) 2000 lb. (0.91 t) jack stands located at each corner and tongue.

801-2.5

PAINT-POWDER COATING

1. The entire (RCM) unit will be powder-coated gloss to a 1.8 mil minimum dry film thickness. Powder to be outdoor rated, UV resistant, polyester TGIC with the following characteristics:

H-2H Pencil Hardness .. ASTM-D522  
160 IN-Lb Gardner direct & reverse impact ASTM-D2794 modified  
Flex over ¼ dia. needed without fracture

801-2.6.1.1.1 DIESEL-POWERED GENERATOR

- Rated Watts – Minimum 2700
- Voltage – 120
- Amperage – 29.2/14.6
- Fuel Capacity – 30 Gallons (113.56 l)
- Run Time – 120 hours
- Must comply with Mil Spec. W-F 800 for the use of alternative fuels.
  - CF-1
  - CF-2
  - JET-A
- Starting System – 12 V DC Electrical and Recoil Rope
- ELECTRICAL OUTLETS:
  - 2-120V (20A) w/ GFI
- OTHER FEATURES:
  - Low Oil Pressure Safety Protection System
  - Running Time Meter
  - Circuit Breaker Protection
  - Anti-Vibration Rubber Mounts
  - Dry Air Cleaner
  - 12V Battery Charging System

\* Generator must be approved by the generator manufacture for this application.

801-2.7      PROTECTIVE COVER

Total Weight: 18 OZ P.S.Y. Width: 61" Yarn: Polyester Count: 20 X 20 Denier: 1000D  
Grab Tensile (FS 5100): 400 x 338 Tongue Tear (FS 5134): 77 x 77 Adhesion (FS 5970):  
15 lbs / 2 cm Abrasion Finish: Matte Treatments: Anti-mildew, U.V. pigments

- Putup: 75 yards

METHOD OF MEASUREMENT

801-3.1      The number of lighted runway closure markers to be paid for shall be measured by the unit at the completion of the project when they are accepted by the airport.

BASIS OF PAYMENT

801-4.1      These prices shall be considered full compensation for furnishing all equipment and for all preparations, maintenance, and use during this project and for all labor, tools and incidentals necessary to complete the item.

801-4.2      Payment will be made under:

**Item AR801954 – Lighted Runway Closure Marker – per each.**

**ITEM AR802900 – REMOVE EXISTING BAK COMPONENTS**

DESCRIPTION

- 802-1.1 This item shall consist of the removal of the existing BAK pavements and miscellaneous infrastructure associated with the BAK installation as shown in the plans and restoration of the grading and turf in the areas of removal. Specifically this item shall consist of:
- Sawcutting of the existing cable trough at the edge of the existing runway pavement and removal of the cable trough outside of the runway. This shall also include welding a steel plate to each end of the cable trough to prevent dirt and debris from entering from the side of the trough.
  - Removal and disposal of the end trough box as shown in the plans
  - Removal and disposal of the fairlead beam foundation, as shown in the plans. The existing fairlead beam foundation is located under the existing asphalt pavements to the approximate dimensions shown in the plans.
  - Removal and disposal of the roof slab and steel I beams supporting the roof slab of the two engine pits. The walls of the existing engine pits are to be removed to a point that is 2 feet below the proposed elevation of the ground surface above the existing engine pits. The engine pits are to be filled with sand to the level of the existing walls. Soil shall be placed over the existing filled engine pits to the proposed grading elevation as shown in the plans. Turf shall be established above the existing engine pits. All work, other than seeding and mulching, shall be considered incidental to the pay item associated with this work. Seeding and mulching of the areas above the existing engine pits shall be paid for under items AR901510 and AR908510 respectively.
  - Removal and disposal of the bituminous tape sweep pavements, re-grading and turfing of the area to provide no drop offs greater than 3" and no slopes greater than 5% inside the runway safety area.
  - Removal and disposal of all PVC drainage pipe and the 6" fairlead PVC tube as shown in the plans. All work associated with this item shall be considered incidental to the project. There will no direct payment made for removal of PVC pipes associated with the BAK installation.

MATERIALS

802-2.1 SAND

The sand used to fill the existing engine pits shall be consistent with material generally acceptable for backfilling pipe trenches on state highway projects.

CONSTRUCTION METHODS

- 802-3.1 The Contractor shall sawcut the existing perimeter of all pavement removals the full depth of the existing pavement structure prior to removal. The sawcutting shall provide a vertical surface. Removal methods shall preserve the vertical surface along all removal areas.

Filling of the existing engine pits with sand shall be done in lifts not to exceed 12" in depth with compaction provided between lifts to provide in a dense consolidated material to fill the existing pits.

Material obtained from removal operations shall be hauled to a disposal site off of airport property by the Contractor. No additional compensation will be made for hauling and disposal of removed material.

#### METHOD OF MEASUREMENT

802-4.1 The quantity of removal for the existing cable trough shall be the number of linear feet of cable trough actually removed in conformance with the plans and accepted by the engineer. There shall be no additional measurement or payment for the steel plate that is to be welded to the sawcut end of the existing cable trough to remain.

The quantity of end trough box removals to be measured for payment shall be the number of end trough boxes actually removed in accordance with the plans and accepted by the engineer.

The quantity of fairlead beam foundations to be measured for payment shall be the number of individual beam foundations removed with a maximum of one beam foundation per each side of the existing runway in accordance with the plans and accepted by the engineer.

The quantity measured for the removal of engine pit roof and fill with sand shall be the number of units actually completed in accordance with the plans and accepted by the engineer with a maximum of one unit per each side of the existing runway.

The quantity measured for the removal of the bituminous tape sweep pavements shall be the number of square yards actually removed and accepted by the Engineer.

The quantity of PVC pipe removal as shown in the plans shall not be measured for payment but shall be considered incidental to the BAK removal items.

The quantity of earthwork necessary to backfill and smooth the areas in which components of the existing BAK are removed will not be measured for payment and shall be considered incidental to the individual items.

Seeding and Mulching of the area affected by the BAK removals shall be measured for payment under Items AR901510 and AR908510.

#### BASIS OF PAYMENT

802-5.1

The accepted quantities of BAK removal items shall be paid at the contract unit prices for each item. The contract unit price shall be considered full compensation for furnishing all materials, equipment, labor, hauling, disposal, and all other incidental items necessary to complete the work to the satisfaction of the Engineer.

Payment will be made under:

<b>Item AR801959</b>	<b>Sawcut/Remove Cable Trough – per lineal foot</b>
<b>Item AR801960</b>	<b>Remove End Trough Box – per each</b>
<b>Item AR801961</b>	<b>Remove Fairlead Beam Foundations – each</b>
<b>Item AR801962</b>	<b>Remove Engine Pit Roof and Fill with Sand – each</b>
<b>Item AR801963</b>	<b>Remove Bituminous Tape Sweep Pavements – square yard</b>

**ITEM AR803965 – REMOVE AND REPLACE PCC PANELS**

DESCRIPTION

- 803-1.1** This item shall consist of the removal and replacement of full and partial individual existing pavement panels in the areas shown on the plan sheets and as determined by the Resident Engineer. The work shall comply with applicable sections of the AR501 Specifications referenced herein, and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the drawings.

Only the full and partial individual panel removals and replacement on the existing apron in the area shown on the plans, shall be covered by this specification.

MATERIALS

- 803-2.1** All materials used in the construction of this item shall conform to Items AR501 and AR605.

EQUIPMENT

- 803-3.1** Pavement removal equipment shall conform to Item AR401900.
- 803-3.2** Batch Plant and PCC Paver:  
The equipment used in the construction of this item shall conform to Item AR501, except that the contractor may utilize a vibrating screed in the construction of the replacement panels. Vibration shall be completed by a sufficient number of hand held vibrators.

CONSTRUCTION METHODS

- 803-4.1** Construction Methods shall be as specified in Items AR501, AR605 and as shown on the plans. All removal methods shall be approved by the Resident Engineer prior to use.

MATERIAL ACCEPTANCE

- 803-5.1** Material Acceptance shall be as specified in Items AR501 and AR605.

CONTRACTOR QUALITY CONTROL

- 803-6.1** Quality Control shall be as specified in Item AR501.

METHOD OF MEASUREMENT

- 803-7.1** The quantity of panel removal and replacement to be paid for will be determined by the actual number of square yards actually removed, constructed and accepted by the Engineer as complying with the plans and specifications.

BASIS OF PAYMENT

- 803-8.1** Payment shall be made at the contract unit price per square yard for panel removal and replacement. This price shall be full compensation for furnishing all materials, for preparing and

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placing these materials, removal, preparation, PCC, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment for accepted concrete pavement shall be made at the contract unit price per square yard adjusted in accordance with paragraph 501-5.3.

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the work as specified herein and on the drawings

Payment will be made under:

**Item AR801965 Panel Removal and Replacement – per square yard**